

  	Tamil Nadu Newsprint and Papers Limited Kagithapuram, Karur Dist. 639136, Tamil Nadu	
	Phone	04324 – 277 001 (10 lines)
	Fax	04324-277 025 Purchase: 276368
	e-mail	purchase.fuel@tnpl.co.in
	Web	www.tnpl.com

TENDER NO: 232413000873

05 May 2023

Dear Sirs,

Sub: Fixing contractors for Felling, debarking & Transportation of debarked Wattle Pulpwood from Nilgiris Forest Division, Ooty to TNPL UNIT-I, Kagithapuram, Karur for the year 2023 - 24 - reg.

Ref: Our Tender No.232413000873 dt.05.05.2023

We, Tamilnadu Newsprint and Papers Limited (TNPL), would like to fix Forest Contractors for Felling, debarking and transportation of debarked Wattle pulpwood from various ranges of Nilgiris Forest Division, Ooty to TNPL UNIT-I, Kagithapuram, Karur during 2023-24.

The following documents are enclosed.

01	ANNEXURE – I	TECHNICAL CUM COMMERCIAL BID & PRICE BID (BOTH TO BE SUBMITTED IN SEPARATE COVER)
02	ANNEXURE - II	SPECIAL / IMPORTANT CONDITIONS
03	ANNEXURE - III	GENERAL TERMS AND CONDITIONS
04	ANNEXURE - IV	DETAILS OF PULPWOOD PLANTATIONS AREA WHERE PULWPOOD TO BE HARVESTED, DEBAKRED & TRANSPORTED FROM NILGIRIS FOREST DIVISION, OOTY DURING 2023-24

The bidding schedule shall be submitted in two parts. The first part containing Technical-cum-Commercial Bid along with Annexure-II & III duly signed in all pages, EMD amount and necessary documentary proof wherever required. The second part is Price Bid.

Both the sealed covers containing the Price Bid and Technical-Cum-Commercial Bid are to be put in one sealed cover superscribing the Tender Number, Due Date addressed to GM (PURCHASE), TAMIL NADU NEWSPRINT AND PAPERS LIMITED, Kagithapuram Post, Karur Dist. Pin: 639 136. The due date for submission of Technical-cum-Commercial Bid and Price Bid is **17.05.2023 before 3.00 PM**. The Technical-cum-commercial bid will be scrutinized first and those who qualify in the Technical bid satisfying the qualifying norms of the tender conditions will only be considered for opening of Price Bid.

In this connection, please note that the following are the Qualifying conditions for Price bid opening.

- 1) The Tenderer should have previous experience in forest operations having worked for a minimum quantity of 1000-MT in a period of 12 months in the last 5 years period reckoned before 31/03/2023. Any one of the following documentary proof for experience should be enclosed
 - a) In case of existing (or) previous contractor to TNPL, they should enclose / indicate TNPL work order number reference.
 - b) For others, Order/Agreement copies from any wood based industries/Forest dept. (or)
 - c) Invoice Copies along with Payment vouchers for 12 months period.

Contd. .2

Corporate Office: 67, Mount Road, Guindy, Chennai – 600 032
Phone:(0091) 044-22354415/16/18. Fax:(0091)044-22350834/22354614
e-mail: response@tnpl.co.in / export@tnpl.co.in



Tamil Nadu Newsprint and Papers Limited

[2]

TENDER NO: 232413000873

05 May 2023

2) **EARNEST MONEY DEPOSIT:**

An Interest Free EMD amount of Rs.10,000/- shall be paid in the form of Demand Draft (DD) favoring to Tamil Nadu Newsprint and Papers Limited payable at Karur.

TNPL will not entertain any request for adjusting the EMD from the tenderer's due / running bills or from the EMD/Security Deposit of any other tender participated by the tenderer.

Offers received without EMD are liable for rejection. The EMD of successful tenderer shall be converted into security deposit and the same will be returned after satisfactory completion of order. The security deposit shall not bear any interest.

TENDER FEE:

In case the tenderer has downloaded the tender document from web sites, Tender Fee of Rs.590/- (including GST) shall be paid in the form of Demand Draft (DD) favoring to Tamil Nadu Newsprint and Papers Limited payable at Karur.

- 3) The contractor who failed to carry out the job during the previous years & those who are under the ban period will not be considered. TNPL's decision in this regard is final.
- 4) In case of unsatisfactory performance of the contractor, TNPL reserves the right to make alternate arrangement at their own discretion. If any additional expenditure is incurred towards such alternate arrangement, the same will be recovered from the running bills / adjusting from the total Security Deposit (OR) forfeit the above deposits as the case may be.
- 5) The tenderer should have Income Tax PAN No & GST No. (Copy of PAN card & GST Certificate should be enclosed along with Technical cum Commercial bid).
- 6) Voidah for harvesting, debarking, loading & transportation of debarked Wattle Pulpwood from NILGIRIS FOREST DIVISION, OOTY is 31.03.2024
- 7) The contractor has to pay the amount for Wattle bark and Fire wood available in their allotted area to Nilgiris Forest Division as per the rate fixed by Forest Division, Government of Tamil Nadu and they can dispose the same on their own. If any disputes arising in Wattle bark/Firewood disposals, then TNPL will deduct the amount claimed by Forest Department on this from Contractors bills/retention money/EMD.

TNPL reserves its right to reject any or all techno-commercial and price bids without assigning any reasons thereof. TNPL will not be responsible for postal delay or any other delay in submission of techno-commercial and price bids in time.

Thanking you,

Yours faithfully,

for TAMIL NADU NEWSPRINT AND PAPERS LTD

Handwritten signature and date: 05/05/23

DEPUTY GENERAL MANAGER (PURCHASE)

Encl: (1) Technical cum Commercial Bid & Price Bid (2) Special/important conditions (3) General Terms & Conditions (4) Details of pulpwood plantations area where pulpwood to be harvested, debarked & transported from Nilgiris Forest Division during 2023-24 season

Handwritten initials: W/S

Annexure I



Tamil Nadu Newsprint and Papers Limited

TECHNICAL CUM COMMERCIAL BID
TENDER NO.232413000873 dt.05.05.2023

01. NAME OF THE TENDERER (on whom order to be released)	
02. ADDRESS	
Door No / Street Name	
Name of Town / Place	
District and Pincode	
Contact Person	
Mobile No / Phone No	
E-mail ID	
03. Whether the applicant has previous experience in forest operations having worked for a minimum quantity of 1000 MT of pulpwood in a period of 12 months in the last five years period reckoned before 31/03/2023. Any one of the following documentary proof for experience should be enclosed. Otherwise they will not be qualified. (a) In case of existing or previous contractor to TNPL, they should enclose / indicate TNPL Work Order Number reference. (b) For others, Order/Agreement copies from any wood based industries/Forest Department (or) (c) Invoice copies along with payment vouchers for 12 months period.	YES / NO
04. EMD: Whether the tenderer has attached the demand draft for Rs.10,000/- favoring Tamil Nadu Newsprint Papers Limited payable at Karur. (Application form received without EMD will not be considered)	YES / NO
	DD No:
	DD Date :
	Amount : Rs.10,000/-
05. Income Tax PAN No. (Copy of PAN Card to be enclosed)	
06. GST Number (Copy of GST certificate to be enclosed)	
07. If the tender application has been downloaded from TNPL website, whether the tenderer has paid Rs.590/- to TNPL through Demand Draft for favoring Tamil Nadu Newsprint Papers Limited payable at Karur.	YES / NO
	DD No:
	DD Date :
	for Rs.590/-

Security Deposit: EMD of 10,000/- will not bear any interest and converted as Security Deposit against all the purchase orders released during the contract period. This Security Deposit amount will be returned only on successful completion of contract at the end of financial year.

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge. (In case of any mis-statement or false information furnished, the tenderer will be disqualified in the tender).

Date:

SIGNATURE WITH SEAL:

Place:

ADDRESS:

Mobil No./ Phone No.

LAST DATE FOR SUBMISSION OF TENDER FORM IS 17.05.2023 BEFORE 3 PM.



PRICE BID

Tender No.232413000873 dt.05.05.2023

To
General Manager (Purchase)
Tamil Nadu Newsprint and Papers Limited
Kagithapuram Post
Karur District.

Sub: Fixing contractors for felling, debarking & transportation of debarked Wattle Pulpwood from Nilgiris Forest Division, Ooty to TNPL UNIT-I, Kagithapuram, Karur as per list attached during 2023-24.

Ref: Tender no:

I / We submit our lowest price bid for loading and transportation of debarked Wattle Pulpwood from Nilgiris Forest Division, Ooty areas as below:

Block No	Range	Name of the Plantation	Extent (Ha)	Estimated Yield in MT			Avg. Distance (km)	Felling & Debarking Rate / MT	Transport. Rate / MT	Total Rate / MT
				Wattle Pulpwood Qty (MT)	Wattle Firewood (MT)	Wattle Bark (MT)				
I	Kotagiri	Kodanad Valley 79 (i) Bit - I	4.80							
	Kotagiri	Kodanad Valley 79 (i) Bit - I	12.00							
	Kotagiri	Naduhatty 80 (e) Bit - V	5.00							
	Kotagiri	Naduhatty 80 (e) Bit - VI	5.00							
	Kotagiri	Nedugula I & II 79 (d) Bit - V	2.16	6000	3300	900	200			
	Kotagiri	Sullicode 78 (c) Bit - II	3.34							
	Kotagiri	Sullicode 78 (c) Bit - IV	1.88							
	Kattabettu	Honnathalai 74 (f) Bit - V	17.81							
	Block-I Total			51.99						

Cont..2..

**PRICE BID**

Tender No.232413000873 dt.05.05.2023

Block No	Range	Name of the Plantation	Extent (Ha)	Estimated Yield in MT			Avg. Distance (km)	Felling & Debarking Rate / MT	Transport. Rate / MT	Total Rate / MT
				Wattle Pulpwood Qty (MT)	Wattle Firewood (MT)	Wattle Bark (MT)				
II	Kundah	Kundah RF 51 (c) Bit III	7.20							
	Kundah	Kundah RF 51 (c) Bit IV	7.36							
	Kundah	Thaishola RF 51© Bit V	5.12							
	Korakundah	Korakundah RF 69 (g) Bit V	26.30							
	Naduvattam	Naduvattam RF 62 (a) Bit IV	6.10							
	Pykara	Naduvattam RF 62 (g) Bit III	22.01							
		Block-II Total	74.09							
III	Udhagamandalam North	Kodanad RF 45 (J) Bit - I	5.17							
	Udhagamandalam North	Morakutty RL 45 (j) Bit VII	5.25							
	Udhagamandalam North	Morakutty RL 45 (j) Bit -VII	5.25							
	Udhagamandalam North	Sandinallah RF 41 (c) Bit - I	31.00							
		Block-III Total	46.67							
		Grand Total	172.75	18000	10500	2600				

I/We hereby declare that I / We have read the conditions in the tender application form, Special & Important conditions and General Terms and conditions and accepting for the same.

Date:

Place:

Mobile No. / Phone No.

ADDRESS:

SIGNATURE OF THE CONTRACTOR WITH SEAL

**TAMILNADU NEWSPRINT AND PAPERS LIMITED,
Kagithapuram, Karur District.**

**SPECIAL / IMPORTANT CONDITIONS OF TERMS AND CONDITIONS FOR
FELLING, DEBARKING & TRANSPORTATION OF PULP WOOD
FOR THE YEAR 2023-24**

Note: The contractor should fulfill all the terms and conditions of the tender. However the following important conditions are to be noted and should be strictly adhere to for acceptance of offer and subsequent release of order on successful tenderer.

1. **EMD:** The tenderer should pay an EMD amount of Rs.10,000/- which shall be converted as interest free Security Deposit for all tenders during the period of operation in 2023-24.
2. **RETENTION MONEY:** Retention money @ 5% of the running bill amount of the material delivered will be retained and will be returned on satisfactory completion of the work. This amount will not carry any interest. However in the event of failure on the part of you to comply with terms and conditions and complete 100% of the allotted quantity within the stipulated time given in the work order except for some of the reasons beyond control, the retention money is liable for forfeiture.
3. **PAYMENT TERMS:** 95% Payment will be made on the basis of weight recorded at TNPL weigh bridge within 10 days from the date of receipt of your bill at TNPL by Cheque/Multi city Cheque/RTGS for the quantity actually received at TNPL site. The balance 5% Retention Money will be released on completion of the order quantity.
4. The contractor should commence the work immediately on issuance of Letter of Intent / Work Order. Atleast 40% of the work should have been completed within half of the voidha period given. If the contractor performance is not satisfactory and the contractor fails to perform as above, TNPL would review the progress and would resort to alternate action at the risk and cost of contractor. If the contractor does not complete the entire allotted coupes before end of voidha period, the penalty as imposed by Forest Department of Nilgris Forest Division towards un-removed quantity will be recovered from the defaulted contractor.
5. The quantity mentioned in the work order is approximate. The contractor has to work in any coupe of the same area/block in the eventuality of allotment by the department concerned from time to time and the extraction should be without adopting pick and choose policy.
6. The preferential working of coupes as per the discretion of the authorities of the department concerned where from the pulp wood is harvested.
7. The tenderer should quote for the entire quantity of the range / block as indicated in the tender. Offers received for part quantity of range / block will be liable for rejection.
8. The contractor shall be responsible for the safety of all trees and coppices of the trees in the plantations. If any of the trees or the coppices of the trees are lost, rendered useless or otherwise destroyed he shall be liable to pay the value of such trees or coppices as demanded by Forest Department of Nilgris Forest Division.
9. The contractor shall furnish to the in-charge of the extraction works, the names of the agents or sub agents proposed to be engaged for the works and they shall be engaged only after getting permission from the Forest Department officials.

10. The contractor shall strictly abide by the Forest Rules and Regulations and Wildlife Protection Act and Rules as modified from time to time by authorities. If under any circumstances due to any infringement of such rules and regulations on your part by reason of which the company is made to pay fine, penalty or damage the contractor shall be liable to make good of the same to the company.
11. All the pulpwood trucks should be weighed at a weigh bridge en-route nearby by the coupe and in the Mill weigh bridge at TNPL, Kagithapuram. If any difference above 1.00% is observed, the cost of the same payable to the department concerned is liable to be recovered from the contractor. All payments to the contractor shall be based on the Net weight recorded at mill weigh bridge of TNPL.
12. The contractor will insure against fire to the extent of 50% of the material contracted from the coupe at the rate payable to the department concerned. In the eventuality of insurance arranged by TNPL the expenditure incurred for the insurance will be recovered from the contractor. During the contract period, if any damage occur to other Forest wealth due to forest fire the contractor is liable to pay the damages or compensation as assessed by the Forest Department of Nilgiris Forest Division. Any claim from Forest Department of Nilgiris Forest Division in the excess of claim settled by the Insurance Company will be recovered from the contractor.
13. It may be noted that the contractor should get the cut material released from Forest Officials as and when they are ready for release. Released materials should also be despatched to Mill as and when they are released.
14. The contractor shall be liable to apply and obtain the License prescribed under the contract Labour (Regulations and Abolition) Act 1970 and rules thereof within one month of the contract provided he has to employ more than 20 workers on any day. Failure to do this will attract penalty and an amount equivalent to the fee for license and the SD to be deposited as per Rule 24 of the Tamilnadu Contract Labour (Regulations and Abolition) Rules 1974 will be forfeited from his bills without any notice.
15. The contractor should start the work immediately failing which the WO is liable to be canceled without any further notice. The company will not be held responsible if the work could not be started due to non-settlement of labour problems.
16. The trucks used for transportation of raw materials shall have valid 'Pollution under Control Certificate' as specified in the Motor Vehicle Act and Rules. These records are to be made available in the vehicle for any check by TNPL representatives or any other agencies.
17. Transportation of materials should be done in a safe and controlled manner, displaying the safety data sheets wherever applicable. He shall comply with the provisions in the motor vehicle act and rules in respect of limits in each truckload.
18. If the Contractor fails to collect and remove the contracted quantity within the contract period, the Contractor shall pay to the Company the cost of that quantity of Wood which is left uncollected. This shall be as assessed by the Company or Forest Department of Nilgiris Forest Division and shall include any penalties imposed by the authorities concerned.
19. In case Forest Department of Nilgiris Forest Division gives extension after the cessation of voidah, all charges if any levied by them shall be in-turn recovered from the contractor apart from cost of wood. The actual quantity of wood available from the coupe may vary from the actual quantity above or below the estimated quantity.

20. The Contractor shall strictly abide by the Forest Rules and Regulations and Wild Life Protection Act 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 the same to the company.
21. 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 and the contributions for the scheme applicable shall be deducted from his bills in connection with the work awarded. The name and other details of all employees engaged by him shall be intimated to TNPL.
22. The Contractor shall employ or engage his own workmen and shall strictly abide by all requirements under the labour legislation 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 Contractor 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 Forest Department of Nilgiris Biosphere the name and other particulars of the employees engaged by him for the purpose of the contract work.
23. The contractor shall ensure his physical presence in the contract area and comply with the orders and instructions issued by the Forest Department Officers and the Officers and Supervisory staff of TNPL from time to time, in the matter of collection, stacking and removal of materials under this contract.
24. The Company reserves the right to distribute the work between more than one Contractor. The work of a Contractor tendered for, may not be awarded in full but may be split up and accepted in part entirely at the discretion of the company. The contractor shall specifically state so in case he is unwilling to accept a part of the work, he shall specifically state so while tendering.
25. The quantity tendered is only approximate and the Company does not undertake responsibility of variation in yield or quantity. The contractor is 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 including the route/routes and its/their conditions into account. No claims whatsoever for revision of rates on these or any other account shall be entertained at a later date after submission of tenders or extension of period.
26. 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 Forest department Nilgiris Forest Division and as per the instructions of TNPL Forest officials.
27. Under any circumstances, during the raw materials 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 Forest department of Nilgiris Forest Division and also TNPL authorities.
28. The Contractor shall make fire tracing wherever the raw materials are collected and stacked and shall be fully responsibly to protect the contract area from fire. 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. Also in all such cases give immediate notice of the occurrence of the fire to the nearest forest, police or Revenue authorities. Loss because of fire damages, as assessed by the Forest department Nilgiris Forest Division shall be paid by the Contractor.

29. In case of any material lost due to fire damage, flood, theft etc., the Contractor is liable to reimburse Company the value of material apart from paying compensation to the Forest department of Nilgiris Forest Division. The Contractor shall be responsible for the safety of the TNPL property in the contractor area.
30. The safety of the raw materials removed from the contract area till it reaches TNPL Mill Yard at Kagithapuram vests with the Contractors. Any malpractice, irregularity or manipulation if noticed by Forest department of Nilgiris Forest Division, TNPL 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 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. Transportation shall be done only along the route specified in the permit.
31. The Contractor shall be responsible for any poaching or illicit felling or removal of trees or other forest produces in the contract area and within 400 meters around the coupes. Unless otherwise proved to the satisfactions of the Forest department of Nilgiris Forest Division, 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 as assessed by Forest department of Nilgiris Forest Division.
32. The Contractor shall be liable to pay any amount if due to any workmen or mazdoor, engaged as per workmen compensation Act or as per provisions of labour or similar laws. The Contractor shall employ tribals if any residing in the locality for extraction works in the coupe.
33. The Contractor shall have no claim for compensation for nay 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.
34. 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.
35. The felling and collection of the raw material shall be done carefully and in such a manner as not to damage any other forest growth standing in the area.
36. It shall be an express term of this contract that the contractor has undertaken the works 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.
37. The contractor may if so authorized by the Officer of the company, transport the raw material by river to such interim depots/loading points for further transportation to Wood Yard of the company.
38. Wherever it finds necessary to transport the raw material by water transportation a certificate from zonal-in-charges should be obtained by the Contractors stating that there is no other alternative route with in 5 km of the felled area except transporting the same by river or nallahs.
39. All losses in the transit shall be borne by the Contractor. The Contractor may arrange for the transit insurance at his own cost and the Company will not deal with insurance on any account

40. Notwithstanding, the rejection as previously mentioned the rejected materials shall be the property of the Company and the Company shall deal with it in such manner, as it likes.
41. If it appears to that the raw materials transported by the trucks to the premises has been made wet, TNPL may altogether reject such material. TNPL may consider taking the material depending on reasonableness / justified weightment after certain interval and it shall at the risk and cost of the Contractor. The decision of the CGM (Plantation and R&D) and SO in this regard, shall be final and binding on the Contractor.
42. 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.
43. 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.
44. The Contractor shall indemnify and keep harmless the Company and damages fine or other penalty levied by the Government or any other authority for violation by the Contractor of any law, instruction or any provision of the contract between the Government and the Company.
45. 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.
46. If the Contractor fails to transport raw material within 30 days or such other periods specified in this behalf, from the date of issue of passes by the Forest department of Nilgiris Forest Division and/ 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.
47. The Contractor shall submit periodically to Company, Government and the Forest department of Nilgiris Forest Division such statements, returns etc. as may be required if prescribed from time to time.
48. 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 relations to his contract, the Company shall recover such amount from the unpaid and/ or security deposit of the Contractor, and pay him only the balance amount due.
49. The Contractor shall not to 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.

SIGNATURE OF THE TENDERER

ANNEXURE - III
TAMILNADU NEWSPRINT AND PAPERS LIMITED
KAGITHAPURAM, KARUR Dist.
GENERAL TERMS AND CONDITIONS
FELLING AND TRANSPORT OF PULP WOOD FROM NILGIRIS FOREST
DIVISION

1. Details of names of Plantations and estimated yield given in the Tender Form are only tentative and further details, if any, required by any contractor can be clarified on request.
 - a) 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 tenderer.
2. The total quantity permitted to be felled in only from the plantations released from time to time by the Forest department of Nilgiris Forest Division. When full targeted quantity is extracted, further working must be stopped and the fact is to be intimated to TNPL Forestry Officials.
3. The rate payable shall be on the basis of weight recorded at TNPL weigh bridge at Mill Site as incorporated in the acknowledgement after making decisions for any defect in quality of wood delivered i.e, for defective debarking, inclusion of charred / decayed material, over sized logs etc. TNPL reserves the right to analyze the received tonnage and recover the value of the tonnage lost on the basis of weight recorded at TNPL weigh bridge. V shaped and Y shaped billets should be made into straight pieces so as to avoid voids in stacks.
4. The rate mentioned is inclusive of charges for felling, cutting, debarking, stacking, head loading / cart loading and loading of wood billets in the truck and also includes the cost of formation of necessary feeder roads, upkeep of the existing road and approaches and is for delivery at TNPL Mills. The debarked billets of 1 metre should be stacked by 1 metre high by 1 metre or more than 1 metre long on metre basis. The rejected lops and tops should be collected and stacked on 1 metre length pieces in 1 metre high in more than one metre long and the same should be transported to the mill site on green condition. Meantime peeled bark should be bundled approximately in 50 kgs bundle and stacked separately. The so peeled bark should be disposed off from the coupes at the cost of contractors in any manner and the cost of the same will be adjusted from the contractors bills to be raised for felling & transporting of pulpwood & firewoods. The rate required for such collection, stacking of the rejected lops and tops and peeled barks should be quoted separately in the Schedule.
5. The felling work shall be strictly confined to the plantation allotted. The allotted trees in the coupes are to be felled, billeted, completed debarked and stacked before 5 p.m. every day. The debarked billets are to be transported and delivered at TNPL Mills by working strictly adhering to the stipulations of the Forest department of Nilgiris Forest Division viz. in the form of completely debarked billets of **one metre in length** and between 5cm and max.of 22cm dia billets. Billets with dia of more than 22cm shall be supplied by quartering. Billets not conforming to these standards shall be made to specification at the Contractor's cost.
6. The Contractor should take over the area from Company Officer by giving in writing in the similar manner. Company takes over the coupe from the Govt. Forestry Dept. After this, the Contractor will be responsible for all Omissions/Commissions of the coupes up keeping.

7. a) 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 of employment is prohibited by or under any law or is objected by the company.

(b) The contractor shall faithfully comply with the provisions of the Factories Act-1948, ESI Act-1948, the Contract Labour (Regulation and Abolition) Act-1970, the Workmen's Compensation Act-1923, Employees Provident Fund Act- 1952 and any other law for the time being in force and applicable to contract workmen applicable to the State concerned. The contractor shall fully indemnify the company for any loss or damage or any liability incurred by the company due to any default or non-observance by the contractor of any of the provisions of the above mentioned enactments.

(c) The contractor should make his arrangements for amenities to his labour. The contractor shall ensure compliance with the provisions of the laws governing employment of workmen and in particular the contractor Labour (Regulation and Abolition) Act-1970. The contractor shall solely be responsible for all claims of his workmen's compensations Act and shall execute a separate bond indemnifying the company against any loss or expenditure incurred by the company being made liable to pay any compensation under the Act. The contractor should cover his workers under Janatha Policy or any other policy they may be specified by company. The workers employed by the contractor cannot have any claim against the company under any provision of any enactments. The contractor alone will be responsible to ensure that he complies with all the statutory norms governing under the provisions of various laws of the state concerned.

(d) The contractor must maintain proper muster rolls for the workers working under him and must make them available for inspection by company Officials and/or Government Officials. He must be aware of the Government Acts/Rules in force and must abide by them. Plea of ignorance in this case will not be accepted and the contractor should take responsibility for default on his part or his men. The contractor should indemnify the company against any claims made by any Government authorities such as ESI, PF etc. and should provide an indemnity bond accordingly.

8. TNPL reserves the right to accept or reject the agents for coupe work nominated by the contractors.
9. The contractor shall be solely liable for any claim made by any person on account of non-observance of the provisions of the enactments cited in clause 9 b. The company reserves its right to settle directly any claim on the Contractor under the above or any statutory revisions and to recover such amount from any of the amounts payable to the Contractor by the company or in the absence of the same as a debt due by the Contractor to the company.
10. The working should be completed well before and all extractable wood shall be collected and delivered at Mill site before the stipulated time.
11. The contractor shall not be entitled to claim any compensation from the company if he is unable to prevent 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 or due to any orders or actions of the Government of any other statutory of any reason whatsoever.

12. FORCE MAJEURE :

The Company shall not be liable for any delay or failure to carry out this agreement in whole or in part except under force-majeure conditions that is act of God, War, insurrection, riot, civil commotion, strike, lock out, earthquake, storm, tide wave, flood, lightening, explosion, fire or any other event or happening which the company could not reasonably prevent or control.

13. The Contractor is responsible for the protection of the stacked reject wood, standing trees and cut materials in the area he works till they are handed-over to the Forest Dept. The rate offered for felling and stacking works should be inclusive of security charges also. No separate charges for this will be given and the contractor is solely responsible for protection of the materials for the period stated above

14. Any tools and tackles required should be arranged by the Contractor.

15. The contractor shall not sublet the work to any other contractor in whole or part without the written approval of the Company and shall personally supervise and control the working.

(a) For working in the Hill station, the contractor with necessary infrastructure like own power wagons/own lorries will be preferred.

(b) All coupes to be worked strictly in accordance with the rules and regulations prescribed by the department concerned and render close supervision and co-ordination of Dept. Officials.

16. The contractor shall ensure that the wood billets loaded into lorries are properly secured for effective and safe transport to mill site and shall accept full and sole responsibility for any transit loss.

17. All documents accompanying the consignment shall be handed over at TNPL weigh bridge at the time of delivery of the produce at Mill site.

18. This is not an exclusive contract, should the progress of work be poor of for any other reason found not satisfactory, the Company shall at its discretion either terminate the contract or make supplementary arrangement at its discretion to get the work done at the risk and cost of the contractor, the loss if any sustained shall be recovered from or adjusted out of any money due or that may become due to the Contractor without any reference to the Contractor. The performance of the contractor will be reviewed on monthly basis and action required will be taken accordingly.

19. The contractor shall take care to see that no damage is done to any property of the Company from the time lorry enters the Company's premises, unloads and goes out the Company's premises. Any liability arising out of such damages shall be to the account of the contractor and recovered from the Contractor's Pending Bills.

20. The tenders submitted by tenderers shall remain valid for acceptance for a period of three months from the date of opening of the tender. The tenderer shall not be entitled during the said period of three months, without the consent in writing of the company to revoke or cancel his tender or to vary the tendered rates given of any terms thereof.
 - (a) The rates accepted for felling and transport will be firm for the entire period of the contract and completion of the work. No rate increase will be entertained by the company on any grounds. The successful tenderer at the time of executing the agreement should give an undertaking to the effect that he will not ask for any enhanced rate for whatever reasons after execution of the agreement.
 - (b) Not with standing the agreement with the successful tenderer (referred to as the contractor) for removal of the allotted quantity at the agreed rates the contractor under takes to remove additional quantities from the same coupe at the original rates without any increase, if so required by the Company.
21. The contractor shall not indulge in unfair practices. This contract is also subject to rules and regulations that will be imposed by the Government from time to time. In case of requirement, the contractor may contact TNPL Forestry Officials.
22. Failure to adhere to any of the above mentioned clauses will entail imposition of heavy penalty of any other suitable action at the discretion of the company.
23. Trees should not be cut more than 15 cms above the ground level. The cut should be clear, fine, slopping out at angle of 45 degrees and the bark should be intact all round of the stem without breaking or disturbing surface of the ground.
24. Bill should be submitted along with the GC acknowledgement copy issued by TNPL weigh bridge.
25. While awarding this contract, the company reserves the right to operate all or any of these coupes, if for any reason, it becomes necessary to install the inflow of material.
26. Before taking up work in any coupe it is the responsibility of the contractor to ensure that the boundaries are marked properly with the help of Officials of Department concerned and ring mark the border trees at their own cost.
27. The tender shall be valid for a minimum period of 60 days from the date of opening of tender. No bidder is permitted to withdraw his offer within the validity period of the tender or before finalization of the order. In case any bidder withdraws his offer within the validity period of the offer, the EMD amount paid by him will be forfeited.
28. The contractor should work all the areas allotted for working without any omission. They should not adopt a pick and choose policy. If the contractor fails to work any area allotted to him the resultant loss as will be assessed by the Government / TNPL would be recovered from that Contractor. The cost of produce assessed at the rate fixed by the Government for the produce with applicable administrative charges, taxes and penal interest as stipulated by the Government concerned is recoverable from the contractor.

29. The Government while allotting the coupes has stipulated that the working of the coupes should be completed within the stipulated time and under no circumstances, extension will be given, besides Company being subject to heavy penalties for not complying with the conditions. It should be therefore noted that if the contractor fail to complete the work before stipulated time as above resulting in having to seek extension and in such an event, the fine for extension of time for working the coupes and such extension of for non removal shall be debited to account and adjusted from the Contractor's Security Deposit or any other amount due to the contractor on any account without any reference to the contractor.
30. Materials such as bark, twigs, wood less than 2" dia etc. are to be neatly stacked on one metre length pieces and handed over to the respective authorized Government Official. Acknowledgements should be obtained from the Forester concerned and copies sent to Officials of the department concerned and to Mill. The contractor will be held responsible for any irregularity against agreement conditions committed by his labourers, agents, lorry drivers or any person employed by him.
31. For convenient and easy working, the coupe will be divided into number of strips and felling allowed strip after strip. As soon as the felling in a strip or coupe is over, measurements of the stack should be done on the same day. Required number of Form-I will be given by the Forest Department on payment for transport of the produce, check measured. Removal of wood from the coupe or strip, will be allowed only after test check of the officials of department concerned and transport will be restricted to only one-strip or coupe at a time.
32. In no plantations allotted to the Mill, no road or lorry track should be formed without prior written approval of the Officials of department concerned.
33. It shall be the contractor's responsibility to make adequate Security Measures to protect the produce in forest in every respect.
34. You should furnish any statement that maybe required to be submitted to the Officials of the department concerned about felling and removal etc. strictly through TNPL Officials.
35. The working in the plantations should be done systematically from one end of the plantations to the offer for convenience of all operations.
36. A register of progress of work should be maintained by the Agent in the Proforma provided by TNPL officials indicating the stacks formed on day to day basis along with the removal of the same on day to day basis.
37. At the time of removal, the stacked material must be loaded into lorries in the serial order of the stack framed and numbered. The days removals must be suitably entered in the register or progress of work on day to day basis whatever rules framed by the department concerned is final and binding.
38. The register of progress of work must be in possession of the agent at site in the coupe always and this must be produced to the Officers/representatives on demand for counter checking the stacks their numbers and measurements during their inspection of coupe working and affixing signature for having inspected.

39. CANCELLATION:

The company reserves its right to cancel the contract in full or part thereof without giving any reason by giving 15 days notice, provided the company reserves its right to dispense with even this notice, if the progress or quality of work is not satisfactory.

The decision of ED (Operation) of the company as to the rate of progress and quality of work shall be final.

Such cancellation of the contract will be at the risk and responsibility of the contractor and the loss to the company on this account should be made good by the contractor. In addition the company reserves its right to forfeit the Security Deposit, Additional Security Deposit and Retention Money if any paid by the contractor consequent on such cancellation. The company also reserves the right to make alternate additional arrangements for irrespective of whether the progress of work by contractor is satisfactory or not. Any loss/Additional expenditure incurred by the company due to such arrangements will be recovered from the contractor, if such an arrangement is made to compensate the unsatisfactory progress of work of the contractor.

40. TERMINATION OF CONTRACT:

The company may or service of written notice of 15 days on the contractor to 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/Representatives or Employees.
- (b) On the failure of the contractor to comply with phased program of supply of the allocated pulpwood 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 exercised due diligence and caution to safe guard 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 individual dies, becomes physically unfit or becomes insolvent, if a company goes into liquidation and if a firm dissolved.
- (h) The company may also terminate the contract by serving of notice of 3 days on the contractor for any of the following reasons:
 - (i) Violation of any law by the contractor of his Agents, representatives or employees:
 - (j) If the contractor willful or otherwise violates the provisions of any of the Rules in schedules as mentioned above.
 - (k) 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.

- (l) If the termination of the contract is for any default, 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 there by to the company.
 - (m) The company shall also be entitled to claim damages from contractor for loss in production in the factory due to delay or failure of the contractor to delivery wood in time, in accordance with the provisions of this contractor.
 - (n) The company may terminate the contract at any time if in the opinion of the company the cessation of work becomes necessary for any reasons whatsoever. In such cases the value of work done by the contractor upto date of such termination will be paid for as specified in the contracts. Notice of termination issued by the company and reasons for such termination given therein shall be conclusive evidence thereof and binding upon the contractor.
 - (o) Should the contract be terminated under clause 44 (f) of 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 necessary and propriety of such expenditure shall be final and conclusive.
 - (p) Once the Security Deposit is forfeited the contractor is liable to be brought under defaulters lists (even though he may continue with the current year work) and will be debarred for tendering for a minimum period of two years.
 - (q) In case of disputes, the matter can be referred to Courts in Karur District only.
 - (r) Or completion of transport work, it is the responsibility of the contractor to follow-up for issue of the completion report by the respective ranges and also to arrange to process the necessary papers at the Officials of the department concerned/Range Office for the release of Security Deposit amount paid by TNPL.
 - (s) The contractor should ensure that all the wood felled and collected are delivered at the mill site.
 - (t) The Forest permit, applicable Tax documents such as Consignment note under prevailing GST and any other documents prevalent in vogue as per the rules and regulations of the Government concerned shall accompany each load and be presented on demand for check at Forest, Police and Sales Tax checking centers en route.
 - (u) The following details must be mentioned on the delivery note.
 - Permit Number
 - Name of Coupe
 - Range and Division
 - No. of Stacks loaded
 - TNPL's work order number & date
41. The drivers of the lorries should be asked to present the applicable documents for checking at the Tanah on demand to which they should check and satisfy themselves before leaving the their checkpoint.

42. The contractor should appoint watchmen at the plantation to watch the trees, stacks and prevent pilferage of top end materials and protect from Forest Fire at the expense of the contractor.
43. The forms of sales tax, delivery note will be made available from the company on requisition. Counterfoils of used books should be surrendered to the mill representative then and there before requesting for fresh forms. Unused forms at the end of the voidha should be handed over to TNPL representative immediately.
44. The contractor shall not remove or allow to be removed from the coupe or depot any stack except under cover of valid Forest Permit for lorry load. The permit for load shall be purchased/bought at the contractor's cost.
45. It is mandatory for all loaded lorries to be weighed at departmental weigh bridges wherever available and asked for. The contractor shall furnish in advance to the Officials of the department concerned, the register number of Lorries which are engaged for transport from the coupe to mill site. In the weigh bridge he tare weight of lorry and loaded weight should be recorded as directed by the Govt. Forest Officials.
46. Whenever any records are handed over to the Forest Dept. the contractor shall submit the same under the cover of a letter preferably by Registered Post, a copy of which must be immediately submitted to the mills through the concerned representative of TNPL.
47. The approved includes the cost for formation at any Road upkeep of existing roads approaches etc.,
48. When the contractor fails to make such arrangements, the company shall be free to cause such work to do at his cost and responsibility and debit all such costs to the account and recover the same from any money due to him on any account.
49. Only crosscut saw should be used for felling and conversion. Axe should not be used.
50. Any defects pointed out should be rectified by the Contractor. In case if it is not done, TNPL Field Staff are authorized to rectify the defects and the expenditure there on will be recovered from the contractor.
51. All other species of trees, standard marked trees, sample plots should not be felled. You should see that the rubbish obtained from fellings are not allowed to be heaped over the cut stumps which should always be kept clear so that no obstruction is caused to the growth of coppice shoots.
52. The contractor shall comply with the following condition prescribed by the Forest Dept. to regulate admission to coupes of workmen engaged on collection and transport.
53. The work permit is not transferable.
54. No overwriting or striking in respect of name, date or voidah will be permitted.
55. The contractor shall be fully responsible to see that the time expired permit

56. Written permission of the authenticated officials of the department concerned shall be obtained in advance for putting up sheds in coupes for stay of workmen. In putting up such shed, no damage shall be caused to produce and need to pay the fee demanded by Forest Dept. Also need to pay the cost of Firewood used by workers to prepare the food.
57. The contractor shall not at any time employ workmen engaged by the Forest Dept.
58. The contractor shall be responsible for all the acts of omission and commission on his representatives.
59. If any fire occurs in coupe, it shall be the responsibility of the contractor to give immediate notice of the occurrence of the Fire to the nearest Forest, Police or Revenue Officer and also the company and contractor and his men render every assistance and use their best endeavors to extinguish the fire.
60. The contractor shall be responsible for making good the value of any forest produce found to have been illicitly removed from the coupe and two furlongs outside thereof and any amount assessed towards damage by the authenticated Officials of the department concerned. Such amount shall be the first charge and recoverable from bills pending for payment with the mills. Incase no bills are pending, the amount will be treated as due to the company and recoverable as such.
61. The Contractor shall have no claim for compensation for loss owing to Forest fires, howsoever caused or less due to any other causes.
62. Stacks are to be formed on the site of felling to the 2M x 1M x 1M size and serially numbered to be kept ready for inspection by the Forest Dept. at any time.
63. Before commencing the work, the Contractor should thoroughly check-up the boundaries and mark the border trees in Red Paint and gets yourself confirmed the boundary.
64. Whenever transport is to be done through river banks, the contractor must obtain prior permission from the PWD Officials through Company and strictly follow their instruction without damaging their property. No special payment will be made for this. You may deposit necessary Security Deposit amount and claim refund later.
65. You should billet the felled trees to the correct length i.e., one meter and should bark upto 2 inch dia without wastage of pulp wood.
66. You should plan felling and removing in a systematic manner allowing margin for road etc.,
67. The contractor before he is authorized to commence work, may obtain from the Forest Office a sketch of the area allotted for extraction of wood. It shall be responsibility of the contractor to familiarize himself with the allotted area and to ensure that the exploitation is strictly limited to the area defined in that sketch and under no circumstances its boundaries are transgressed.
68. The contractor shall be responsible for the protection of the Forest area of exploitation and of the area 2 furlongs wide on either side of the road or foot-path used by him in the Forest outside the coupe or as prescribed by the rules and regulations of the department concerned.

69. The contractor shall abide by the terms and conditions stipulated in the sale notices issued by the authorities of the department concerned and any rules and regulations or instructions from time issued by them.
70. The contractor shall personally and control the working of the coupe and shall present whenever notice of inspection given by the mill or Officials of the department concerned where from the pulp wood is being extracted is communicated to him. Subject to this, he may employ authorized agent or agents to assist him in the work.
71. The name, address and specimen signature of the persons(s) (not exceeding four in number) proposed to be appointed as agent shall be furnished in advance to enable the company to secure approval of the authorities of the department concerned. TNPL has the right to withdraw the approval of appointment without assigning any person thereof and in such event the contractor shall not allow the impugned person from entering the coupe(s) and / or supervising the work as his Agent.
72. The contractor shall furnish the Mills his business address and notifying change, if any from time to time in writing
73. The contractor shall not unfairly complete with any other contractor of the Mill either in regard to labor supply or transport or otherwise.
74. The contractor shall take due care in recording in the permits correct and proper particulars of volumetric measurements of wood loaded into the lorries.
75. The contractor shall be responsible to explain to the satisfaction for the Forest Dept. authorities their observations, if any, on matters relating to exploitation and transport and observance of relevant rules and shall make good fine or compensation, if any imposed by the Forest Dept. during the period of this contract because of improper working of the coupe of non-observance of Forest Dept. rules and the like.
76. The contractor shall have no claim for compensation for any loss incurred in carrying out the provisions of the contract.
77. The contractor shall take due care to see that no damage is done to any property of the company or of a third party.
78. The contractor shall reimburse in full all costs and damage arising due to such negligence and such amounts shall recovered from the amounts due to the contractor on whatever account.
79. The mill reserves the right to inspect, supervise and control the working of the coupe(s) and the contractor shall strictly comply with the instructions of the mill's Officers / Supervisors.
80. Unless otherwise specifically agreed to by the mill in writing in advance in the event of the Mill terminating the contract or making other arrangements for execution of the work covered by the contractor, the contractor shall have no claim for reimbursement of any of the expenditure whatsoever incurred by him either in respect of:

- a) The formation of new roads or for repair of the existing roads either inside the coupe(s) or in other areas in the forest.
(or)
 - b) Advance(s) made by the contractor to the felling collies etc., remaining unadjusted.
(or)
 - c) Similar other expenses for the execution of the contract.
81. The working of the coupes shall be completed as per delivery schedule and under no circumstances extension will be given.
 82. You should maintain a Register as per the format to satisfy the applicable tax rules prevalent the operational State.
 83. You should ensure removal of cut and stacked material within the time limit as may be stipulated by authorities of the department concerned where from the pulp wood is extracted. We reserve the right to recover from the contractor's bill/Security deposit any penalty levied or payment of higher seignorage amount arising out of such belated removal.
 84. TNPL reserves the right to open Inter Depots at any suitable location during the course of working the coupes and the contractor should deliver the materials to the Inter Dept (instead of Mill direct) at the rates that may be fixed.
 85. You should commence working the coupes in the order immediately in the event of an order as may be prescribed by the Forest dept. and or by TNPL officers.
 86. Collection of material should cease at least ten days prior to the end of the voidah period. All collected material should be consigned well in advance of the voidah expiry date.
 87. It shall be Contractor's responsibility to plan despatch in such a way that the debarked billets remain in the coupe at lease for a minimum period of 15 days before the despatch. This should be adhered to strictly unless specially permitted to deviate by the Mill officers in writing.
 88. The contractor shall hand-over Lops and Tops to the authorities of the department concerned as per the prevalent norms and it should be strictly through TNPL Staff/Officers after getting their acknowledgement in writing failing which felling charges will not be paid.
 89. If any contractor is found directly or indirectly involved in transacting Lops and Tops, such contractors will not be enrolled. In case subsequent release of work order, if the contract is found involved either directly or indirectly in transacting Lops and Tops, the work order released on them will be cancelled and further transactions will be stopped.
 90. Though the work is issued to composite work both collection and transport, the company reserves the right to withdraw the transport operations from the scope of work order at any time without assigning any reason whatsoever.

91. Fuel charges at the rate per head per day or at the applicable rate per month per Mazdoor as the norms provides shall be paid by the contractor for working the coupes and residing in Reserve Forests and collecting fire wood for their use, should be paid for every month or as applicable by the contractor before the stipulated period of the concerned officer under advice to us.
92. The company reserves the right to levy penalty at its discretion for short fall in supply and non completion of work within the voidah allowed. The decision of the TNPL will be final and binding on the contractor.
93. The contractor on his own interest should see the coupes and be familiarized with conditions of the coupes before giving his offer.
105. Any communication sent to the contractor in his address given in his tender by post under certificate of Posting, 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 communication directly on the contractor.
106. In the event of releasing order, the contractor shall be in touch with GM (PURCHASE) of TNPL and find out the latest changes in the rules and regulations of department concerned..
107. The company reserves the right to impose any other conditions that it may deem fit during the agreement period.
108. After giving work order in a specific area and to the work is not commenced within 15 days time without any specific reason, the work order automatically stands canceled.
109. **FORMULA FOR REVISION IN DIESEL PRICE (INCREASE/DECREASE):**

If the Diesel price increases/decreases beyond 5%, the freight rates will be revised as per the formula given below and the revisions (increase/decrease) in freight rate will be effected after 15 days from the date of diesel price revision. (However in case the first increase/decrease from the Present Rate is below 5%, the freight rates will be revised whenever the cumulative increase/decrease reaches 5% from the present diesel price). Accordingly subsequent revisions will be effected whenever cumulative increase/decrease reaches beyond 5% from the revised rate.

The increase/decrease in freight per MT = For every 5% increase or decrease in diesel price, the transport charges will be increased / decreased by 1%.

If there is any increase / decrease in diesel price beyond 5% between the period of tender opening to issue of Purchase Order, the negotiated rates shall be revised, based on the above formula.

During the currency of the contract, escalation on any account whatsoever, will not be entertained, other than the Diesel Price variation as detailed above.

SIGNATURE OF THE TENDERER

TENDER NO.232415000873

ANNEXURE – IV

DETAILS OF QUANTITY TO BE HARVESTED FROM NILGIRES FOREST DIVISION TO TNPL UNIT-I, KAGITHAPURAM, KARUR DURING 2023-24 SEASON

Block No	Range	Name of the Plantation	Extent (Ha)	Estimated Yield in MT			Avg. Distance (km)	Felling & Debarking Rate / MT	Transport. Rate / MT	Total Rate / MT	
				Wattle Pulpwood Qty (MT)	Wattle Firewood (MT)	Wattle Bark (MT)					
I	Kotagiri	Kodanad Valley 79 (i) Bit - I	4.80								
	Kotagiri	Kodanad Valley 79 (i) Bit - I	12.00								
	Kotagiri	Naduhatty 80 (e) Bit - V	5.00								
	Kotagiri	Naduhatty 80 (e) Bit - VI	5.00								
	Kotagiri	Nedugula I & II 79 (d) Bit - V	2.16	6000	3300	900	200				
	Kotagiri	Sullicode 78 (c) Bit - II	3.34								
	Kotagiri	Sullicode 78 (c) Bit - IV	1.88								
	Kattabettu	Honnathalai 74 (f) Bit - V	17.81								
	Block-I Total			51.99							

Cont..2..

ANNEXURE – IV

DETAILS OF QUANTITY TO BE HARVESTED FROM NILGIRIS FOREST DIVISION TO TNPL UNIT-I, KAGITHAPURAM, KARUR DURING 2023-24 SEASON

Block No	Range	Name of the Plantation	Extent (Ha)	Estimated Yield in MT			Avg. Distance (km)	Felling & Debarking Rate / MT	Transport. Rate / MT	Total Rate / MT
				Wattle Pulpwood Qty (MT)	Wattle Firewood (MT)	Wattle Bark (MT)				
II	Kundah	Kundah RF 51 (c) Bit III	7.20							
	Kundah	Kundah RF 51 (c) Bit IV	7.36							
	Kundah	Thaishola RF 51© Bit V	5.12							
	Korakundah	Korakundah RF 69 (g) Bit V	26.30	7000	1500	1000	225			
	Naduvattam	Naduvattam RF 62 (a) Bit IV	6.10							
	Pykara	Naduvattam RF 62 (g) Bit III	22.01							
Block-II Total				74.09						
III	Udhagamandalam North	Kodanad RF 45 (J) Bit - I	5.17							
	Udhagamandalam North	Morakutty RL 45 (j) Bit VII	5.25							
	Udhagamandalam North	Morakutty RL 45 (j) Bit -VII	5.25	5000	5700	700	250			
	Udhagamandalam North	Sandinallah RF 41 (c) Bit - I	31.00							
Block-III Total				46.67						
Grand Total				172.75	18000	10500	2600			

• **Voidah Period is upto 31.03.2024**