



**TELANGANA STATE FOREST DEVELOPMENT CORPORATION LIMITED  
HYDERABAD**

10-1-1200, III FLOOR, UNI BUILDING, A.C.GUARDS, HYDERABAD – 500 004  
(VC&MD. TSFDC Ltd, Ref.No.TS/OP.001/EPW/2016-17, Dated 02.03.2017)

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**SALE OF EUCALYPTUS WOOD (WITHOUT BARK) THROUGH E-TENDER CUM E-AUCTION DURING 2016-17 SEASON**

**SPECIAL TERMS AND CONDITIONS OF TENDER**

E-tenders cum E-Auction bids are invited from firms / Companies / Industries / Individuals desirous of purchasing Eucalyptus wood (Without Bark) to be harvested from the TSFDC plantations situated within the State of Telangana, from Kothagudem, Paloncha, Sathupalli, Kaghaznagar, Medak, Rangareddy and Warangal Divisions 2016-17 season.

1.The details can be seen at the website <http://www.tsfdc.telangana.gov.in> & <http://www.mstcecommerce.com> and <http://www.mstcindia.co.in>

The bids are invited on the basis of competitive bidding through e-tender cum e-auction conducted by MSTC Limited (A Govt. of India Enterprise) India, website <http://mstcecommerce.com>.

The details of Eucalyptus wood Lots for which bids are invited by the Telangana State Forest Development Corporation Limited, to be harvested from various Plantations are detailed at Annexure-I.

2. The word SELLER / PRINCIPAL / TSFDC wherever appearing means the Telangana State Forest Development Corporation Limited, Telangana State, Hyderabad or its authorized representative.

3. The word MSTC wherever appearing means the MSTC Limited, Hyderabad, India hereinafter referred to as SELLING AGENT OF SELLER.

4. The word Bidder wherever appearing means firm / Company / individuals which is interested in participating and purchasing the Eucalyptus wood put up for sale in this e-tender cum e-auction.

5. The word Purchaser / Buyer / Successful Bidder wherever appearing means firm or Company or individuals whose rate has been accepted by the SELLER and the sale order/acceptance letter has been issued in their favour.

6. The word E-Auction wherever appearing means e-Tender cum e-auction.

7. The word LOT / LOTS / E-AUCTION LOT wherever appearing means, e-Auction LOT comprising of One Eucalyptus Plantation or more than one Eucalyptus Plantations grouped for the purpose of sale.

8. The sale will be governed by the Schedule, Special Terms and conditions (STC) and Annexure displayed on the "Live" e-Auction, (and not under forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of Registration with MSTC. The Schedule & STC displayed under view forthcoming Auctions on MSTCs e-Auction Website are tentative and subject to change at MSTCs / TSFDC sole discretion at least one day before the start of e-Auction. Bidders should therefore download the Schedule and STC displayed only under View Live Auctions for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participating in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the Schedule, STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC or BSTC as the case may be.

9. E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

10. The Bidders who are interested to purchase Eucalyptus wood through e-auction should get themselves registered with MSTC as bidder well in advance before commencement of e-auctions. The bidders who have valid registration with MSTC need not register again.

[CLICK HERE FOR REGISTRATION PROCEDURE – BUYERS / BIDDERS](#)

## **11. CONTACT PERSONS :**

### **(A) Telangana State Forest Development Corporation Limited**

**1) Name of the Contact Person : Sri M S Jayananda Kumar, General Manager (O) Telangana State Forest Development Corporation Limited**

**Contact Nos. (1) 91 040 - 23395750 (2) (M) 80083 01603**

**E-mail ID: [gmotsfdc@yahoo.com](mailto:gmotsfdc@yahoo.com)**

**Address : General Manager (Operations), Telangana State Forest Development Corporation Limited, 10-1-1200, III FLOOR, UNI BUILDING, A.C.GUARDS, HYDERABAD – 500 004**

**2) Sri P Yaso Bhaskar, P.A, O/o. Vice Chairman & Managing Director, TSFDC 10-1-1200, III FLOOR, UNI BUILDING, A.C.GUARDS, HYDERABAD – 500 004**

**Contact Nos. (1) 040-23392652 (2) (M) 80083 01642**

**e-mail ID : [vcmd.tsfcdcl@gmail.com](mailto:vcmd.tsfcdcl@gmail.com)**

**Address : Vice Chairman & Managing Director, Telangana State Forest Development Corporation Limited, 10-1-1200, III FLOOR, UNI BUILDING, A.C.GUARDS, HYDERABAD – 500 004**

**The contact Persons for Inspection of the LOTS (Eucalyptus Clonal Plantations) notified for Sale**

<b>LOT Nos.</b>	<b>Name of the Division</b>	<b>District</b>	<b>Name of the Official</b>	<b>Contact No.</b>
I to V	Warangal	Warangal	Sri A Ravinder Reddy I/c.Divisional Manager Warangal	8008301615
VI to XVI	Kagaznagar	Adilabad	Smt. M Madhavi Divisional Manager	8008301614
XVII to XX	Ranga Reddy	Ranga Reddy	Sri A Ravinder Reddy, Sr. Divisional Manager Ranga Reddy	8008301612
XXI to XXIII	Medak	Medak	Smt. Sirisha Divisional Manager	8008301613
XXIV to XXXI	Kothagudem	Bhadradi-Kothagudem	Sri. G Chandramohan Divisional Manager	8008301619
XXXII to XXXVII	Paloncha	Bhadradi-Kothagudem	Sri. G Skylab Divisional Manager	8008301620
XXXVIII to XXXXI	Sathupalli	Khammam	Sri. G Skylab I/c. Divisional Manager	8008301621

**(B) MSTC LIMITED, HYDERABAD:**

Shri. A Rajamanickam, Addl. General Manager,  
Mobile: +91 9666040607  
e-mail: [arajamanickam@mstcindia.co.in](mailto:arajamanickam@mstcindia.co.in)

Office Contact address of M/s. MSTC Ltd., Aakash Ganga Complex,  
Office No. 201,  
2nd Floor, Door No. 6-3-635 & 637,  
Khairatabad, Hyderabad - 500004.  
Telephone: +91 40 23301039  
Fax: +91 40 23301049  
E-mail: [hyd@mstcindia.co.in](mailto:hyd@mstcindia.co.in)

**(12) INSPECTION OF LOT/ DATE OF E-AUCTION:** For inspection of materials, the interested Bidders may contact the concerned Divisional Manager on any working day from **06.03.2017 to 27.03.2017**. The e-auction commencement date/ closing date are also mentioned above.

**(13)** Seller/MSTC reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.

**(14)** Seller/MSTC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.

(15) Seller/MSTC reserves right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-auctions as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule and the said addition/deletion/changes/modifications shall be incorporated in the agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.

(16) The e-auction accepting authority, the Sales Sub-Committee, constituted by the TSFDC Board or any Officer authorized by the Committee reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of the Vice Chairman & Managing Director, TSFDC, Hyderabad shall be final and binding on the bidder without any recourse. Further, when the bidder files its bid, the acceptance or rejection of the bid by Seller, or methodology adopted by the Seller, in short listing the bid for the disposal of material / materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from any Court to stall the proceedings of Seller. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the civil courts at Hyderabad, Telanga State.

(17) **E-auction by defaulter or minor or insolvent or black listed bidders:** The Bid submitted by a bidder, who owes dues to the Telangana Forest Development Corporation or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude, or who has been black listed, shall be treated as invalid, and pre-bid submitted shall be forfeited to the Telangana Forest Development Corporation.

(18) **QUANTITY:** The tentative quantity of Eucalyptus wood indicated in the Lots is approximate and the TSFDC is not bound to supply all the quantities shown in the Schedule. However, if the quantity available in the plantations exceeds the quantity shown in the schedule, supply will be extended to the quantity available at the discretion of the TSFDC. The TSFDC reserves the right to withdraw from harvesting of any particular plantation/ Unit fully or partly thereof, depending on the administrative and operational exigencies and in the interest of the TSFDC, notwithstanding such units confirmed in favour of bidder.

(19) **Withdrawal of Lots :** -The Seller may withdraw any e-auction Lot or Lot or part of the Lots from the Sale without assigning any reasons.

**(20) (A) Pre - Bid EMD:** The Bidders who wish to bid in this e-auction should submit an amount of Rs. 5,00,000/- (Rupees five Lakhs only) Pre - Bid EMD for each e-auction Lot through e-Payment Gateway only at least one working day before the date of e-auction accepted till 17.00 hrs (IST)

THE BIDDER(S) MUST COMPULSORILY INTIMATE THE DETAILS OF PAYMENT MADE THROUGH E-MAIL TO A RAJAMANICKAM, ADDL. GENERAL MANAGER (MSTC) AT [arajamanickam@mstcindia.co.in](mailto:arajamanickam@mstcindia.co.in), GIVING THE FOLLOWING DETAILS :

MSTC E-AUCTION NUMBER (2) NAME OF BUYER (3) BUYER REGISTRATION NUMBER (4) UTR / TRANSACTION REF.NO. (5) DATE OF TRANSFER (6) NAME OF BANK (7) NAME OF BRANCH (8) CITY (9) LOT NO.

Failing which they will not be allowed to participate in the e-auction. In any case, the pre-bid EMD remitted either RTGS/NEFT transfers after the due date as above will not be accepted and Bidders will not be activated for participating in e-auctions. It is to be noted that “No payment by any third party on behalf of the successful bidder / bidders shall be accepted”. No interest shall be payable on the Pre-bid EMD.

# In case the successful bidder fails to come forward and purchase the material as per the terms mentioned in this e-auction, the Pre-Bid EMD amount of such bidder will be forfeited and the said amount shall be transferred to TSFDC.

# The Pre-Bid EMD does not carry any interest.

# The Pre-Bid EMD of unsuccessful bidders in any of the lots will be refunded as it is after the e-auction within 7 (seven) days by MSTC.

**(20) (B) Pre - Bid EMD** “The start price shown in the web sites of M/s MSTC and TSFDC sufficiently in advance at least (4) four days before the actual date of sale. M/s MSTC and TSFDC will separately communicate the same to the bidders, who have participated in the sale / paid EMD during the year 2016-17 season. The bidders who have paid the EMDs, may withdraw their paid EMDs, (2) days before the actual date of sale, after knowing the start prices fixed for the different lots in the sale.

**(20) (C) Pre - Bid EMD:** In case the bidders, pay EMDs and if, bidders do not offer any bid, in spite of the above condition no. 20(B) of sale, the depositor shall forego the 25% of the EMD deposited for each lot that is Rs 1.25 lakhs out of the deposit amount of Rs. 5.00 lakhs for each lot.

**(20) (D) The bidders may be allowed to participate in the bidding by offering their rates at start price only, without any bid increment.**

**(21) Pre - Bid EMD MANAGEMENT :**

- To bid in any lot, a bidder shall have to deposit sufficient Pre-bid EMD in advance.
- A bidder shall be able to bid in as many lots as permitted by the amount deposited by him / her as Pre-Bid EMD.
- If a bidder is the highest bidder for any lot at any point in time in e-auction, proportionate Pre-Bid EMD will be deducted from the available Pre-Bid EMD of the bidder till he is out-bided by another bidder for the same lot in e-auction.
- A bidder may submit Pre-Bid EMD for as many lots as he / she wishes to bid for. Pre-Bid EMD left unutilized after conclusion of an e-auction can be utilized for subsequent e-auctions.

The available Pre-Bid EMD of successful bidder will be adjusted with advance sale amount i.e., 10% of total sale value.

**(22) VALIDITY OF OFFERS:**

**(a) The bidders who have participated in the e-auction shall be bound by their offers and by these terms and conditions for a period of 30 (Thirty) days from the date of closing of e-auction for confirmation.**

(b) However, any period of stay granted by any competent Court shall not count towards this period.

(c) In case of breach of this condition, **The Pre-Bid EMD** shall be forfeited. In addition to this, the bidders who had failed to honour his offer shall bear the loss, if any suffered by the TSFDC. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from him as arrears of Land Revenue under any law for the time being in force. The bidders however shall not be entitled to any profit that may accrue to the Seller on such subsequent disposal. The loss shall be calculated as per the following formula:

$$L=OTA-TAR$$

Where 'L' is loss. OTA is Original Bid Amount and TAR is Bid Amount in Re-sale.

**(23) RATE:** (i) The bidders shall quote/offer online on MSTC site per **Metric Ton (MT)** of Eucalyptus wood (debarked), at the plantation site, at which he desires to purchase the entire e-auction Lot on exclusive of applicable taxes & levies. On line bidding shall be done in Rupees. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidders and payable by the successful bidders.

(ii) The e-auction Lot of pulpwood in MTs are indicated in the (Annexure I).

**(24) TAXES & OTHER LEVIES:**

(i) **VAT & Other taxes:** Value Added Tax and other taxes if any, levied by the Government of Telangana, shall be paid by the purchaser as per the provisions of the Telangana VAT Act and the Rules made there under by the Commercial Tax Department or any other Act and Rules. This amount shall be paid extra by the Purchaser under the appropriate head or as provided in the relevant Rules.

**(ii) Income Tax:**

(a) Income Tax shall be paid by the Purchaser as per the provisions of the Income Tax Act, 1961 and Rules made there under along with the sale amount.

(b) The bidders should mention the Permanent Account Number (PAN) issued by the Income Tax Department.

(iii) Please note that applicable statutory payment like VAT, Income Tax, other taxes etc. will be applicable and payable by the Buyer as prevailing on the date of actual physically lifting of the material from the plantations these amounts are over and above the bid amount. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

**(25) BIDDING PROCESS:**

(i) The bid value shall be the basic price of the Eucalyptus wood (debarked), at plantation site, exclusive of all applicable levies, Duties etc., in per MT in INR.

(ii) Each e-auction Lot of Eucalyptus wood is a separate entity for bidding. Bidders have to bid separately for each e-auction lot of Eucalyptus wood.

(iii) E-Auction period will be of 3 (three) hours duration (from 12.00 to 15.00 hrs as per IST) subject to automatic extension. If any valid bid is received in less than 8 minutes before closing time, closing time will automatically extend up to last

bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that e-auction LOT. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. While during normal and extended period of e-auction, bidders can increase bid amount by a **minimum of Rs. 20/- per MT** on the date of bidding per MT for each e-auction lot subject to payment of corresponding Pre - Bid EMD.

(iv) Bidder may participate in e-tendering or e-auction or both for each e-auction lot.

(v) **Procedure to participate in e-tender:** To participate in e-tender, click on the link 'View Live Auctions'. A list of e-auctions running at that time will appear. Click on the e-auction in which you wish to bid. System will prompt bidder to choose any one mode of bid submission in a pop-up window (e-tender or e-auction). On selection of e-Tender as bidding mode, the e-tender form for bidding will appear with all details. Now, you can type your bid against the e-tender lot of your choice and click on 'BID' button to submit your bid. Once a bid is registered against a e-tender lot, the 'BID' button against the e-tender lot will get disabled and you cannot bid against the same e-tender lot again. To view your bid, you may click on the link 'Your Bid' and see the bid and bid date and time. E-tender opening time & closing time, mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only. The e-tender will not be appearing during the extended e-auction time.

(vi) **Procedure to participate in e-auction:** To participate in e-Auction, choose Auction as your mode of bidding. Again two links - 'View Live Auctions' (showing current events) and 'View Forthcoming Auctions' (showing events due to come in future) will appear. Click on 'View Live Auctions'. All the running e-Auctions will be listed. Click on the e-Auction where you wish to participate. System will prompt bidder to choose any one mode of bid submission in a pop-up window (e-tender or e-auction) The auction floor will open up with relevant details. Bidding is to be done e-auction lot wise per MT.

(vii) Seller / MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

(viii) For "Important Guidelines for Registration and Bidding for bidders, please refer Annexure D.

**(26) E-AUCTION RESULT / STATUS :** (i) It must be personally seen by the Bidders online through the link 'E-auction Lot Status' immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of Closing of e-auction(excluding the date of closing of e-auction). After closing of e-tender cum e-



Auction, the highest valid bid secured among the e-tender cum e-Auction for each LOT will be considered to determine the highest bidder for that LOT. Immediately after closing of e-auction, a system generated automatic "Intimation Letter" will be issued

by e-mail to the Highest Bidder. The intimation letter issued by MSTC Ltd. for that particular lot is only mere intimation. The highest bidder will not accrue any right on that lot. **The Acceptance Letter or otherwise will be intimated after approval of the competent Authority.**

(ii) It must be noted by the Highest Bidders that Intimation Letter will be issued by MSTC only for the purpose of record and to the information of the bidder for to be in readiness for payment of **10% of Sale value as advance Sale amount and 25% of Sale value as Security Deposit** within the stipulated time from the closing date of e-auction (excluding the date of e-auction). Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC. The intimation letter issued by the MSTC Ltd., through mail that the rate offered by the bidder is highest and the tenderer is the H1 bidder is only intimation not the confirmation of the lot to the H1 bidder.

(iv) After completion of e-tender cum e-auction on the final day, the MSTC Ltd shall furnish the highest bid quoted for each Lot which is highest. On receipt of the list of such highest bids. The list shall be furnished to the Sales Sub-Committee, TSFDC Ltd.

**(27) ISSUANCE OF SALE ORDER / ACCEPTANCE LETTER / CONFIRMATION ORDER:**

(a) The seller will issue the sale Confirmation order/Acceptance letter after obtaining approval from Vice Chairman & Managing Director, TSFDC Ltd or any Officer authorized.

(b) **The successful bidders should not transfer the offer awarded to him / her to others and also no sub-contract is allowed. It is to be noted that "No payment by any third party on behalf of the successful bidder/bidders shall be accepted".**

(c) In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amounts and imposing penalty as decided by the authorities of Seller.

In case any H1 bidders fails to fulfill this condition, the Pre - Bid EMD paid by him shall be forfeited by Seller and he shall have no right what so ever on the e-auction Lot of Eucalyptus pwood or Lots of Eucalyptus wood for which he was declared the highest bidder and the e-auction Lot of Eucalyptus wood or Lots of Eucalyptus wood will be

resold at his risk and the loss, if any, will be recovered as arrears of land revenue. He will not be entitled to claim any excess amount that may be realized on such re-sales.

**(28) CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/SELLER in this regard. Hence Bidders must be careful to check (the Bid Amount/Number. Of '0's/ No. of Digits/Unit of Measurement etc.,) and rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live e-auction, only brief Lot/Item details will be shown under 'Lot Name' on the e-auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

**(29)** The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions or General Terms & Condition to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

**(30)** MSTC / SELLER reserves the right to forfeit any amount / money lying with MSTC / SELLER from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSTC / SELLER on account of the said Bidder against any other contract / transaction.

**(31)** In case of any dispute regarding payment/delivery or any other matter relating to this e-auction, the decision of SELLER shall be final.

**(i) Agreement with Vice Chairman and Managing Director of TSFDC :-**

(a)The TSFDC reserves the right to refrain from harvesting and supply from any particular plantation or lot, fully or partly thereof, depending upon the Administrative and operational exigencies and in the interest of the TSFDC , notwithstanding such Unit put up for sale, confirmed and agreed to supply the material to the successful bidder.

(b) The successful tenderer shall **execute an agreement within (15) days from the date of order of confirmation from the Vice Chairman and Managing Director, TSFDC.** The currency of the Agreement will be from the date of entering into agreement between the Vice Chairman and Managing Director, TSFDC and the successful bidder, till **30.09.2017**. In case transaction extends beyond the above period i.e., **30.09.2017**, the validity of the agreement shall be extended till such time, as may be decided by the Vice Chairman and Managing Director, TSFDC, by executing a supplementary agreement, otherwise the validity of the agreement lapses.

(c) The successful bidder **shall pay 10% of the total Sale amount of the anticipated quantity of Eucalyptus wood, as Advance sale amount, after adjusting the Pre- Bid EMD, within (15) days from the date of issue of confirmation order.**

The Advance Sale amount shall be deposited in the following account by RTGS/NEFT

Account Number : 084011100001422  
IFSC Code : ANDB 0000840  
Bank Name : Andhra Bank  
Bank Address : Masab Tank, Hyderabad

(d) **SECURITY DEPOSIT** : The successful bidder shall also pay an amount equal to **25% of the total sale value of the Lot / Lots, for a period up to 31.12.2017** towards Security Deposit in the Form of Demand Draft in favour of the **Vice Chairman and Managing Director, TSFDC drawn on any Nationalized Bank payable at Hyderabad at the time of entering into agreement.**

OR

FDR for amount equal to **25 % of the total sale value, drawn in favour of the Vice Chairman and Managing Director, TSFDC for a period up to 31.12.2017.**

OR

A Bank Guarantee in the proforma prescribed by the TSFDC for the amount equivalent to **25 % of the total sale value for a period up to 31.12.2017.**, drawn in favour of Vice Chairman and Managing Director, TSFDC.

OR

The above amount shall also be deposited in the following account by RTGS/NEFT

Account Number : 084011100001422  
IFSC Code : ANDB 0000840  
Bank Name : Andhra Bank  
Bank Address : Masab Tank, Hyderabad

(e) In case transaction extends beyond the above period i.e., **30.09.2017**, the successful bidder, shall be required to extend/ revalidate the Security Deposit till the period prescribed by the Vice Chairman and Managing Director, TSFDC, beyond **31.12.2017**.

(f) Failure to pay the Security Deposit at the time of Agreement will entail cancellation of the Confirmation orders and forfeiture of amounts already paid. Re- e-Tenders cum e-Auction will be conducted for such Lot or the Lots will be allotted to the next highest bidder at the discretion of the Vice Chairman and Managing Director, TSFDC, at the risk and loss of the successful bidder. The loss to the TSFDC will be recovered as arrears of Land Revenue under the existing rules. If any excess amount is received at the Re-e-Tenders cum e-Auction, the defaulting bidder will no claim over the same. He will also not be allowed to participate in such a Re-e-Tenders cum e-Auction.

**(32)** All the amounts due if not paid on the due dates shall be recovered from the Security Deposit. The successful bidder, shall replenish within fifteen days a dispatch of notice by registered post, all such amounts adjusted from the Security Deposit and shall thus keep the Security Deposit always full and complete failing which the agreement will be terminated at the risk and loss of the successful bidder.

**(33) Refund of Security Deposit:**

The Security Deposit or the balance thereof, as the case may be, will be refunded to the successful bidder at the end of the transaction only after the TSFDC Ltd., is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the Purchaser, and that no amount is due from him.

**(34) Intimation of Final Destination/Intermediate Depots:**

The successful bidder shall at the time of entering into the Agreement inform the final destination/s where he intends to transport the Eucalyptus wood. In case he wants to stock the same at an intermediate depot/s he shall furnish the details of the same.

**(35) Execution of Agreement:**

a) The agreement shall be executed on a non-judicial stamp paper of a value of Rs. 100/- or at the value of the higher rate stipulated under Indian Stamp AP Amendment Act, 1986. All the costs of stamp, etc., necessary for execution of agreement shall be borne by the purchaser. Deficit payment of stamp value if any, found at a later date is liable for recovery from the purchaser. The TSFDC Ltd. shall not be the party in whatsoever manner with regard to the deficit payment of stamp duty if any, occasioned and the purchaser is purely liable for payment of differential amount/value thereof

b) However, the successful bidder shall also furnish the following undertaking on a non-judicial stamp paper worth Rs.100/- (Rupees one hundred only) at the time of executing the agreement.

UNDERTAKING: "I, Sri.....S/o..... shall at all times comply with provisions of the Indian Stamp Act ([Telangana State Extension & Amendment 1959 and the Telangana Court Fees and Suits valuation Act, 1956](#)) and all rules from time to time in force hereunder and I, undertake to pay the stamp duty fixed under the provisions of such Act and Rules, the provisions of Tender Notice shall be taken in all respects as subject to such Acts and Rules. Further, I undertake to pay the difference of stamp value, if any, arising in terms of provision of Indian Stamp Act at a later date when called for".

**(36) Transfer of Tendered Lot:**

a) The purchaser shall not assign and / or transfer tendered lot to any other person or party without the specific orders of the Vice Chairman and Managing Director, TSFDC Ltd who at his discretion may permit such assignment or transfer on **payment of a fee @ Rs.1,00,000/-** per each Lot.

b) No transfer of the tendered unit shall be permitted if the harvesting in the said Lot has already commenced.

c) In case of transfer of tendered Lot from one Bidder to another Bidder, the transferee Bidder shall have to enter into fresh agreement with the Vice Chairman and Managing Director, TSFDC Ltd on the terms and conditions as mentioned above.

**(37) Details of Eucalyptus wood (without bark) offered for sale:**

(a) The details of Eucalyptus wood (without Bark) offered for sales are as indicated in the schedule. These are only estimates and approximate and the Corporation is not bound to supply all the quantities shown in the schedule. However, if the quantity available in the plantation exceeds the quantity shown in the schedule, supply will be extended to the quantity available at the discretion of the TSFDC Ltd. However, TSFDDC Ltd, reserves the right to withdraw from harvesting and supply from any particular Plantation/Unit, fully or partly thereof, depending on the administrative and operational exigencies and in the interest of the TSFDC Ltd. notwithstanding such units confirmed in favour of Bidder.

(b) The TSFDC Ltd., reserves the right to supply any additional quantities, other than from the material included in the schedule with in the area of operation/division as the case may be.

**(38) Specification of Eucalyptus wood (Debarked):**

(a) The Eucalyptus debarked wood billets will be, 15 cms and above in girth and 1 MT and above in length, irrespective of moisture content.(Schedule-I)

**(39) Transportation of Eucalyptus wood (with or without bark):**

a) The TSFDC Ltd would transport the wood to the destination of the Bidder at the cost of the Bidder. **Firstly, the bidder is given an option for nominating his transporter, for transportation of entire Eucalyptus wood from the Lot/Lots, within (15) days from the date of entering into agreement.** If the bidder does not avail this opportunity within (15) days the Divisional Manager concerned shall invite tenders / quotations and re-tenders if necessary and finalize the transport rate per MT to the final destination / intermediate depot. In such a case it will be the discretion of the Divisional Manager concerned whether to consult with the purchaser while finalizing the tenders/quotations and re-tenders if any for transport of Eucalyptus wood from the said unit to the final destination or intermediate depot as the case may be. In either case, the transporter has to follow the conditions fixed by the Divisional Manager concerned, in terms of arranging sufficient trucks in time and other relevant conditions for successful timely transport of Eucalyptus wood. A copy of sale conditions and Agreement to be entered in to by the transport contractor is enclosed at Annexure – II. The Bidder shall take note of the same.

b) The transport charges shall be paid to the transporter by the bidder based on the bills forwarded by the Divisional Manager concerned, after receiving the material of about 100 MT at the bidder's site. The bidder shall pay at the rate finalized by him in case he has nominated the transporter or at the rate finalized by the Divisional Manager where the rates are finalized by the Divisional Manager after calling for the tenders/quotations as the case may be. The bidder shall also pay the loading and unloading, weighment charges and other incidental charges, toll gate charges, market cess, track repairs etc., to the transporter in either of the cases.

c) Where the bidder has nominated the transporter and where within (24) hours of intimation by the Divisional Manager, the transporter fails to put the lorries for transportation, the Divisional Manager will be at liberty to arrange for the lorries at a rate to be fixed by the Divisional Manager. The bidder shall not have any objection for the same. In case the bidder fails to pay such transportation charges, the same shall be deducted from the security deposit available.

d) Where the bidder has nominated the transport contractor and where the transport contractor fails to transport the material within 24 hours or as prescribed thereon, if any penalty is levied for delayed transportation, the bidder shall pay such penalty, in case the transport contractor does not comply with the same.

**(40) Delivery of Eucalyptus wood (with or without bark):**

As and when the Eucalyptus pulpwood is ready in the Unit, the Divisional Manager concerned shall arrange transportation of the same to the bidder's specified destination/Intermediate Depot.

**(41) Method of weighment of Eucalyptus wood(with or without bark):**

a) The tare weight of the vehicle will be recorded at a mutually agreed weighbridge, before proceeding to the Plantation/Unit for taking delivery of the produce. The vehicle shall have only

one Stephney, one rope and one tarpaulin with usual accessories. On production of such recorded tare weight, the same will be noted in the permit.

b) The vehicle carrying the Eucalyptus wood, initially will be weighed at the nearest authorized Electronic weighbridge. Again, the vehicle carrying the Eucalyptus wood will be weighed at Electronic weighbridge at the final destination/intermediate depot. In case if, the Eucalyptus wood is transported outside the Telangana State, the material will be weighed at the nearest inter State border Electronic weighbridge. The valid weight of the produce shall be the higher among the two weighments and the bills will be raised on this higher weight only.

c) The authorized representative of the bidder and the TSFDC Ltd, for the said purpose, at the bidder's specified destination / Intermediate Depot will enter the valid weight (irrespective of moisture content) in a Register and return one copy of the permit to the Plantation Manager / Divisional Manager concerned and the other copy will be retained by the purchaser. While doing so, the said representative of the bidder will enter on the permit the date and time of weighment and serial number of the Register at which it is entered.

d) The bidder shall bear all the incidental expenditure on account of weighment.

**(42) Issue of transit permits:**

a) The concerned Divisional Manager in whose jurisdiction the produce is delivered shall arrange for issue of transit permits for transport of the produce to the purchaser's specified final destination in Form-II. Where the produce is transported from the plantations site to the intermediate Depot, Form – I shall be issued.

b) Where the Eucalyptus wood is delivered at an intermediate depot, the concerned Divisional Manager or the Divisional Forest Officer as the case may be will issue the required Form – II permits to the bidder for transportation of the produce from intermediate depot to final destination.

c) The account for use of such permits shall be maintained by the bidder and shall be produced to the concerned Divisional Manager or the Divisional Forest Officer when demanded.

d) The stocks of Eucalyptus wood under the custody of the bidder in transit is liable to be checked at any time by any officer, not below the rank of a Dy. Plantation Manager of TSFDC Ltd. or a Forest Section Officer of Forest Department, Telangana State.

e) The transportation shall be done on the route or routes prescribed by the Divisional Manager concerned or the Divisional Forest Officer concerned as the case may be, up to the intermediate depot of final destination as the case may be.

**(43) Procedure for payment of sale value and delivery of Eucalyptus wood (with or without bark):**

a) The weight of Eucalyptus wood will be arrived at a maximum transport distance of 800KMs. If the destination is more than 800 KMs, the Tonnage measured within 800KMs only will be adopted for longer distances.

b) After receipt of the weightment particulars of Eucalyptus wood from the bidder, at the end of each consignment of about 100 MT (approx.), or once in a week, whichever is earlier the Divisional Manager concerned shall raise a demand for payment of the value of the material (i.e., actual weight X rate per MT), irrespective of the moisture content. The Divisional Manager would add TSVAT / Sales Tax and Income Tax and other taxes as applicable for the amount arrived at in the same demand raised, for payment by the bidder. For this purpose the delivery at Intermediate Depot will be considered as a delivery at destination for the purpose of making payment.

c) The 10% of total sale value of the anticipated quantity of Eucalyptus wood (as indicated in the schedule) paid as advance payment of sale value at the time of entering in to agreement, SHALL NOT be deducted from the demand for payment. This advance amount shall only be adjusted towards the payment of sale amounts, only at the end of the transaction i.e., from the last bills of 10% of supply of material.

d) The demand for payment will be sent by Regd. Post or through messenger. Through FAX / e.mail, demand for payment will also be sent by the Divisional Manager to the purchaser duly indicating: Unit No.: \_\_\_\_\_; Bill No.: \_\_\_\_\_; Date of dispatch of Bill: \_\_\_\_\_; Qty. Supplied (in MTs): \_\_\_\_\_; Sale Amount Due: \_\_\_\_\_; S.T. Due: \_\_\_\_\_; I.T. Due: \_\_\_\_\_; Last Date for payment: \_\_\_\_\_.

e) The amount so arrived at shall be remitted by the bidder within (15) days from the date of dispatch of demand notice by Registered Post/Fax/e.mail. In case of non receipt of sale amount as demanded by the Divisional Manager, within (15) days of dispatch of demand notice, the Security Deposit will be encashed, at the discretion of the Vice Chairman and Managing Director, TSFDC Ltd, to the extent of the sale amount and taxes due. Or else the Vice Chairman and Managing Director, TSFDC Ltd, at his discretion may resort to impose a penal interest @ 18% per annum on the due amount outstanding. While calculating such interest, any overdue period of (15) days and below will be treated as half-month and any period above (15) days but less than one month will be treated as one month and so on. Under no circumstances the delay for payment beyond (30) days will be permitted and the Vice Chairman and Managing Director, TSFDC Ltd, will encash the Security Deposit to the extent of sale amount and taxes due and the penal interest due. The action so taken will be informed to the bidder through Registered Post A/D as well as through Fax / e.mail.

f) In such an event, the bidder shall replenish within ten days of dispatch of intimation by registered post / FAX / e.mail, all such amounts adjusted from the Security Deposit and shall thus keep the Security Deposit always full and complete, failing which the agreement will be



terminated at the risk and loss of the bidder and the balance Security Deposit available will be forfeited without giving any further notice.

In case a tenderer fails to replenish the security deposit within (10) days, the agreement with him shall be deemed to be cancelled. However, the cancellation of agreement can be revoked by the VC & MD, TSFDC Ltd, at his discretion after the tenderer replenish the security deposit within (7) days after imposing penalty of Rs.50,000/-.

**(44) Of TSVAT / Sales Tax and Payment thereof:**

The bidder shall pay the TSVAT and other taxes as applicable or modified from time to time, as per the provisions of the Telangana State General Sales Tax Act and the rules made there under by the Government, on the sale amount, to the concerned Divisional Manager in the form of a Demand Draft.

The sale amount or part thereof as the case may be shall not be deemed to have been paid unless the sales tax payable along with it has also been fully paid.

The bidder shall be responsible for subsequent liabilities for payment, if any, including payment of additional sums by way of penalties imposed by the Sales Tax Department or any other Competent Authority at a later date in respect of the produce sold to him under this agreement.

**(45) Of Income Tax and Payment thereon:**

i) If the bidder is a manufacturer, he can claim exemption from paying Income Tax under the provisions of Income Tax Act, 1961 and the rules made there under and amendments made from time to time, by furnishing self declaration in 'Form – 27C' to the concerned Divisional Manager, before lifting the allotted Eucalyptus wood without bark, to the quantities agreed upon.

ii) If the bidder is other than a manufacturer, in lieu of Income Tax has to furnish an undertaking in the prescribed proforma in respect of the supplies made from the Divisional Manager, to the effect that in the event any Tax demanded under section 206-C of the Income Tax Act, on purchase of pulpwood, at a later date he/she would reimburse to the TSFDC Ltd of any such Tax demand raised u/s 206-C of the Income Tax Act. The undertaking shall be furnished by the purchaser before lifting the allotted Eucalyptus wood without bark, to the quantities agreed upon.

**(46) Bidder responsible for receiving notices for payment:**

The bidder shall make his own arrangements to receive the notice for payments and other communications in person or through his authorized agent and shall furnish the correct postal address at which notices and other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the Bidder.

**(47) Establishment of Temporary Intermediate Depots:**

(a) In case after entering in to Agreement, the Bidder intends to transport the Eucalyptus wood to an intermediate depot or to a location he shall furnish the details of such intermediate depot viz. District, Mandal, Village, Survey No. etc. to the concerned Divisional Manager under intimation to the concerned Regional Manager/General Manager (O) and the Vice Chairman & Managing Director, TSFDC Ltd. It will be the discretion of the Divisional Manager of TSFDC whether to permit storage of Eucalyptus wood at such a location or not. In case permitted, the concerned Divisional Manager himself, in case the location falls within his jurisdiction, will sanction the depot permission. Or else he will recommend to such other concerned Divisional Manager to sanction the depot permit. In case the depot location falls outside the jurisdiction of the Divisional Managers of the Telangana State Forest Development Corporation Ltd, on the recommendation of the concerned Divisional Manager, the depot permission may be given by the concerned Divisional Forest Officer, under whose jurisdiction such location falls.

(c) The Eucalyptus wood will be stocked in such an Intermediate Depot only after due weighment at an authorized Weigh Bridge, under supervision of an Authorized Officer / person of the TSFDC Ltd. While stocked in such an intermediate depot, the Eucalyptus wood will be treated as under transit only. However, once the Eucalyptus wood is delivered from the Unit, even where it is stocked at temporary intermediate depot, it is deemed that the material is delivered to the Bidder and he shall make payment for the material weighed. Further for the material stocked in such an Intermediate Depot the Bidder only shall be responsible for its safe custody till it reaches the final destination.

(d) If the sale amount and the due taxes for the Eucalyptus wood stocked at the intermediate depot are not fully paid, the Bidder shall not be permitted to transport/use such material till such time he makes full payment.

(e) The stocks of Eucalyptus wood under the custody of the bidder at the intermediate depot/s is liable to be checked at any time by any officer, not below the rank of a Asst./Dy. Plantation Manager of the Telangana State Forest Development Corporation Ltd., or a Forest Section Officer of Forest Department of Telangana State.

**(48) Events leading to cancellation of Agreement:**

(a) In the event of failure on the part of the Bidder, Payment of sale value in time, applicable taxes and Income Tax, within the time limit prescribed, the Vice Chairman and Managing Director, TSFDC Ltd, may cancel the sale and forfeit all the amounts paid by the Bidder including the Security Deposit duly reverting / confiscating the material stocked in the Depots/Intermediate Depots (for which the payments are due). This will be informed to the Bidder through Registered letter Acknowledgement Due/ Fax / e.mail.

(b) On cancellation of agreement the Lot will be re-e-tender cum e-auction or re-allotted to the next highest bidder/s at the risk and loss of the Bidder. When the Lot is so re-e-tender cum e-auctioned or re-allotted whatever best amount is offered may be accepted irrespective of the

value of the Lot put up for re-e-tender cum e-auction or re-allotment. The balance amount due to TSFDC Ltd., if any, will be recovered under LRR Act as per law from the original bidder, but he/she shall not be entitled to any excess amount if obtained in such a re-e-tender cum e-auction. In such a case, the increase in the Volume/weight ratio of the material already extracted, if any, will also be treated as a loss.

**(49) Revocation of cancelled Agreement:**

The Vice Chairman and Managing Director TSFDC Ltd reserves the right to revoke the cancellation orders passed by him provided that

(a) All the amounts due to the TSFDC Ltd, TSVAT, Income Tax, penalties levied, penal interest, amount falling short in the Security Deposit etc. are paid by the Bidder before the re-e-tender cum e-auction of the unit or before confirmation of any bid in such re-e-tender cum e-auction or re-e-tender cum e-auction.

b) If the Bidder fulfils the formalities of payment of amounts due to the TSFDC Ltd., including the due re-e-tender cum e-auction amounts, TSVAT, Income Tax, penalties levied, penal interest, amount falling short in the Security Deposit etc., subsequent to termination or cancellation but before the resale/re-allotment or before confirmation of any bid in such resale and **on payment of revocation fee of Rs.50,000/- (Rupees Fifty thousand only)**

c) Whenever the cancellation of the sale is revoked, the order of forfeiture of Security Deposit due to the cancellation shall stand revoked automatically.

**(50) TSFDC is indemnified for any loss or damage:**

(a) The Bidder shall not be entitled to claim any compensation whatsoever in case the TSFDC Ltd, is not able to supply the Pulpwood from the said unit due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reasons of any wrongful acts committed by any litigation by third party or any other reason whatsoever.

(b) The TSFDC Ltd will not be responsible for any loss or damage that may be caused to the produce sold to the Bidder as a result of fire, floods, theft or any other calamity from the date of delivery of the material till weighment at the bidder's final destination.

(c) Where the material is stocked at a temporary intermediate depot, the bidder shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The TSFDC Ltd will not be responsible for any loss or damage at such a temporary intermediate depot.

**(51) General :**

(a) The bidder shall at all times abide by the provisions of Telangana State Forest Act and the Rules made there under.

(b) The provisions of the TSVAT / Sales of Goods Act, 1930 as amended from time to time shall apply to this sale on confirmation and the Bidder shall abide by the provisions of the said Act.

(c) The TSFDC Ltd, reserves for itself the right to convert the produce resulting from the plantations in any manner considered appropriate and the Bidder shall have no say in the method of extraction of the produce.

(d) Any infringement of tender notice conditions and provisions of Telangana Forest Act and the rules made there under as amended from time to time will entail cancellation of sale, termination of the Agreement and forfeiture of the amounts already paid and confiscation of the produce in the unit.

(e) The terms and conditions given in Tender Notice vide **Ref.No. TS/OP.001/EPW/2016-17, Dated 16.02.2017** either explicitly or implicitly will form a part of the agreement.

**(52) Of Penalties:**

(a) If the Bidder commits a breach of any of the terms and conditions of this agreement and if the TSFDC Ltd does not propose to terminate the agreement on account thereof, the Regional Manager/General Manger (O) concerned may impose a penalty of Rs.5,000.00 for each breach. For computation of the breach of the terms and conditions of this agreement, a group of Plantations in a Lot will be taken as one Lot. An appeal against such orders shall lie with the Vice Chairman and Managing Director, TSFDC Ltd, whose decision shall be final and binding. However, such an appeal should be preferred within (15) days from the date of dispatch of the order imposing penalty, by registered post or in person. The Vice Chairman and Managing Director, TSFDC Ltd may condone the delay in preferring the appeals at his discretion.

(b) All penalties levied shall be paid by the Bidder within (15) days of dispatch by Registered Post of the notice of demand for payment. In case of failure, such amounts shall be recovered from the Security Deposit.

**(53) Force-majeure:**

The TSFDC Ltd, may revoke the agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Bidder.

**(54) The Committee nominated by the TSFDC Ltd Board will be the Sole Arbitrator/s:**

On the event of dispute arising on any of the agreement conditions between the two Parties, the committee nominated by the Board of the TSFDC Ltd, will be the sole Arbitrator, and whose decision is final and binding on both the Parties.

**(55) Jurisdiction of the Courts:**

Only the competent Court at Hyderabad will have the jurisdiction over all matters of dispute that may arise out of the aforesaid agreement and no such matter shall be initiated in the Courts at any other place.



**SCHEDULE -I (SALE OF EUCALYPTUS WOOD WITHOUT BARK)**

Sl. No	Name of the Division	Lot No	Year and name of the Plantation	Area in Ha	Rotation	Anticipated yield in MTs
1	2	3	4	5	6	7
<b>I</b>	<b>Hyderabad Region</b>					
1	<b>Warangal</b>	I	2008 EP Narayanpur B	<u>55.78</u>		5400.000
2		II	2009 EP Jakaram I	20.03		1759.000
			2009 EP Jakaram II	29.27		1850.000
			<b>Total :</b>	<b>49.30</b>		<b>3609.000</b>
3		III	2008 EP Ingurthy(E)	<u>54.17</u>		<u>2657.000</u>
4		IV	2008 EP Komatpalli	28.89		2231.000
			2009 Narsaigudem	29.00		2727.000
			<b>Total :</b>	<b>57.89</b>		<b>4958.000</b>
5		V	2009 EP Beerelli	<u>44.61</u>		<u>4570.000</u>
			<b>Total of Warangal Divn :</b>	<b>261.75</b>		<b>21194.000</b>
6		VI	2007 EP Dharmaram	38.50		3331.580
			2008 EP Dharmaram	38.30		3023.090
			<b>Total</b>	<b>76.80</b>		<b>6354.670</b>
7	VII	2008 Tonkini	55.12		3910.05	
		2008 EP Bhupalapatnam	37.10		2192.48	
		<b>Total</b>	<b>92.22</b>		<b>6102.530</b>	
8	VIII	2008 EP Raspally	<u>67.86</u>		<u>4637.610</u>	
9	IX	2008 Gangapur	<u>20.00</u>		<u>1402.900</u>	
		2008 EP Tandur	49.00		3562.140	
		<b>Total</b>	<b>69.00</b>		<b>4965.040</b>	
10	X	2008 EP Nannel	46.00		3522.820	
		2008 EP Kundaram	24.00		1914.44	
		<b>Total</b>	<b>70.00</b>		<b>5437.260</b>	
11	XI	2008 EP Kotapally	<u>43.64</u>		<u>4445.000</u>	
12	XII	2008 EP Nakkalapally	41.60		4028.760	
		2008 EP Brahmanapally	22.50		2100.07	
		<b>Total</b>	<b>64.10</b>		<b>6128.830</b>	
13	XIII	2009 Bhupalpatnam	40.60		2209.080	
		2009 Gangapur	40.44		2517.940	
		2009 Tungeda	58.00		3646.950	
		<b>Total</b>	<b>139.04</b>		<b>8373.970</b>	

14	XIV	2009 Nannel	29.00		1743.930	
		2009 Akenapalli	50.55		2915.900	
		2009 Jajjervelli	38.51		2374.280	
		<b>Total</b>	<b>118.06</b>		<b>7034.110</b>	
15	XV	2009 Kundaram	29.25		1604.120	
		2009 Kotapalli	25.50		1354.515	
		2009 Bramanapalli	38.50		3078.230	
		2009 Sankaram	48.50		2352.990	
		2008 Jaipur	65.00		2926.950	
		<b>Total</b>	<b>206.75</b>		<b>11316.805</b>	
16	XVI	2007 Raspalli	48.45		2285.390	
		2006 Gangapur	17.00		649.230	
		2007 Nannel	5.70		368.220	
		<b>Total</b>	<b>71.15</b>		<b>3302.840</b>	
		<b>Total of Kaghaz Nagar Divn :</b>	<b>1018.62</b>		<b>68098.665</b>	
17	XVII	2007 Bowrampet	29.50		1135.400	
		2009 Bowrampet	36.75		1133.000	
		2009 Gowdelli	66.75		2734.000	
		<b>Total</b>	<b>133.00</b>		<b>5002.400</b>	
18	XVIII	2006 Rangam palli	51.10		3132.990	
		2009 Rangam palli- Bit I	29.50		1276.460	
		2009 Rangampalli- Bit II	13.10		567.000	
		2007 Mltakodur	25.02		787.720	
		<b>Total</b>	<b>118.72</b>		<b>5764.170</b>	
19	XIX	1999 Nagaram	76.00	II	2606.450	
		2000 Nagaram	83.00	II	3096.480	
		<b>Total</b>	<b>159.00</b>		<b>5702.930</b>	

20		XX	2000 M C Palli	19.00	II	711.570
			1999 Thumukunta	67.93	II	3337.260
			2000 Thumukunta	37.70	II	1635.860
			2000 Kolthur	41.70	II	2316.870
			<b>Total</b>	<b>166.33</b>		<b>8001.560</b>
			<b>Total of R.R.Div.</b>	<b>577.05</b>		<b>24471.060</b>
21		XXI	1992 Z.s.pally(SO)	17.90	III	445.350
			2000 z.s.pally-I	17.00	II	577.080
			2000- z.s.pally-II	22.64	II	662.300
			2000 Narsampally "A"	27.06	II	873.510
			2000 Narsampally "B"	12.24	II	607.170
			2006 Narsampally	11.94	I	723.200
			<b>Total</b>	<b>108.78</b>		<b>3888.610</b>
22	Medak	XXII	1999 Gajwel	35.63	II	892.550
			2000 Gajwel	31.31	II	1030.670
			2007Gajwel	33.79	I	936.490
			2000 Meenajipet "A"	37.68	II	741.550
			2000 Meenajipet "B"			
			<b>Total</b>	<b>138.41</b>		<b>3601.260</b>
23		XXIII	2000 Chinthakunta	26.50	II	610.520
			1999 Wailal Bit-I	21.04	II	790.440
			1999 Wailal Bit-II			
			2006 Wailal	33.60	I	1461.950
			<b>Total</b>	<b>81.14</b>		<b>2862.910</b>
			<b>Total Of Medak Div.</b>	<b>328.33</b>		<b>10352.780</b>
			<b>Total Hyderabad Region :</b>	<b>2185.75</b>		<b>124116.505</b>



II	Divisions in Khammam & Bhadradi Kothagudem Districts.					
24	Kothagudem	XXIV	2008 EP Penagadapa	53.08	I	4899.130
25		XXV	2008 EP Thippanapalli – I	40.62	I	4803.140
			2008 EP Thippanapalli – II	52.28	I	4017.900
			<b>Total</b>	<b>92.90</b>	<b>I</b>	<b>8821.040</b>
26		XXVI	2008 EP Srirampur	21.40	I	1148.450
			2008 EP Pentlam A	20.79	I	1525.720
			Pentlam B	29.29	I	2248.750
			<b>Total</b>	<b>71.48</b>	<b>I</b>	<b>4922.920</b>
27		XXVII	2008 EP Suraram	70.26	I	7331.500
28		XXVIII	2008 EP Gareebpeta	71.96	I	5219.600
29		XXIX	2008 EP Thallapenta A	41.40	I	3709.190
			2008 EP Thallapenta B	35.37	I	3071.470
			<b>Total</b>	<b>76.77</b>		<b>6780.660</b>
30		XXX	<b>2008 EP Garimellapadu</b>	<b>80.65</b>	<b>I</b>	<b>4106.240</b>
31	XXXI	<b>2008 EP Abbugudem</b>	<b>53.38</b>	<b>I</b>	<b>6165.268</b>	
			<b>Total of KTDM</b>	<b>570.48</b>		<b>48246.358</b>
32	XXXII	2008 EP Madharam CMA	9.80	I	1000.770	
		2008 EP Madharam	39.63	I	3290.566	
		2008 EP Dantalabora-I	46.26	I	3790.820	
		<b>Total</b>	<b>95.69</b>	<b>I</b>	<b>8082.156</b>	
33	XXXIII	2008 EP Dantalabora-II	74.48	I	6939.508	
		2008 EP Dantalabora-III	53.15	I	4148.072	
		<b>Total</b>	<b>127.63</b>		<b>11087.580</b>	
34	XXXIV	2008 EP Subbanapally	93.35	I	6942.054	
		2009 EP Subbanapally	26.82	I	2225.400	
		<b>Total</b>	<b>120.17</b>	<b>I</b>	<b>9167.454</b>	
35	XXXV	2008 EP Govindapur-I	54.02	I	5303.443	
		2008 EP Govindapur-II	22.58	I	1812.070	
		<b>Total</b>	<b>76.60</b>		<b>7115.513</b>	
36	XXXVI	2008 EP Jinnelagudem	51.33	I	4299.687	
		2008 EP Sambai gudem	27.10		3016.583	
		2008 EP Sarapaka	37.81		2714.263	

			<b>Total</b>	<b>64.91</b>		<b>5730.846</b>
37		XXXVII	2008 EP Pogallapally	32.18	I	3659.836
			2009 woddura marao	16.62	I	1101.320
			<b>Total</b>	<b>48.80</b>		<b>4761.156</b>
			<b>Total of Paloncha</b>	<b>545.48</b>		<b>46953.826</b>
38		XXXVIII	2008 EP Naramvariguda	32.04	I	2814.350
39	Sathupalli	XXXIX	2008 EP Vedanthapur Bit-I	27.04	I	2352.034
			2008 EP Vedanthapur Bit-II	16.27	I	1615.025
			<b>Total</b>	<b>43.31</b>		<b>3967.059</b>
40		XXXX	2008 EP Jagannadhapur	<u>56.52</u>	I	<u>4559.938</u>
41		XXXXI	2008 EP Chowdaram	<u>45.61</u>	I	<u>2899.260</u>
			<b>Total of Sathupalli</b>	<b>178.48</b>		<b>14240.607</b>
<b>Total of Divisions in Khammam &amp; Bhadradi Kothagudem</b>				<b>1241.06</b>		<b>112731.357</b>
<b>GRAND TOTAL (Euc. Wood without Bark)</b>				<b>3426.81</b>		<b>236847.862</b>

## TELANGANA STATE FOREST DEVELOPMENT CORPORATION LIMITED

### SALE OF EUCALYPTUS WOOD (WITHOUT BARK) FOR THE SEASON 2016-17

#### FORM OF AGREEMENT

This agreement is made this the ..... day of the ..... 2017 between the Vice Chairman and Managing Director, Telangana State Forest Development Corporation Ltd., Hyderabad hereinafter referred to as TS Corporation) on the one part and Sri ..... S/o..... aged about ..... years, working as .....M/s..... hereinafter referred to as the Purchaser, which expression shall unless the context does not so admit include his heirs, executors and administrators of the last survivor, the partners for the time being of the said firm/its successors, of the other part.

Whereas the Telangana State Forest Development Corporation Ltd., Hyderabad has decided to supply Eucalyptus wood (debarked) based on the Confirmation Orders issued by the Vice Chairman and Managing Director, Telangana State Forest Development Corporation Ltd., on .....2017 to the purchaser at Rs.....per M.T. for Lot No..... of ..... Division of ..... Region, irrespective of the moisture and exclusive of transportation costs and applicable taxes.

This agreement shall come into force with effect from the ..... day of..... 2017 and shall remain in force up to .....2017, under the terms and conditions herein mentioned.

In case the transaction extends beyond the above period i.e. **30.09.2017**, the validity of the agreement shall be extended till such time, as may be decided by the Vice Chairman and Managing Director, TSFDC Ltd only, by executing a supplementary agreement, otherwise the validity of the agreement lapses.

1. The Telangana Forest Act as amended from time to time and the Rules made there under and the Sale of Goods Act 1930 as amended from time to time and the Rules made there under in so far as they are applicable to this agreement, will be applicable.
2. The person signing this agreement or any other document forming part of the agreement on behalf of another person or a Firm shall be deemed to warrant that he has the authority to bind such other person or firm as the case may be in all the matters pertaining to this agreement. If on enquiry, it is found that the person concerned has no such authority, without prejudice to any other Civil and Criminal remedies, the contract shall be terminated and the signatory held liable for all losses, costs and damages consequent to such termination.

#### **3. Of Deficit Stamp Duty:**

The purchaser agrees to pay stamp duty as per Indian Stamp Act. The deficit / insufficient payment on stamp value, if any, found at a later date, will be recoverable from the purchaser by the Corporation for onward transmission to the concerned Authority. However, the purchaser will also furnish an undertaking in the prescribed proforma as indicated in Tender/Agreement Conditions.

#### **4. Security Deposit:**

(a) The purchaser, at the time of entering into this Agreement has paid an amount equal to 25% of the total sale Value, towards the Security Deposit in the form of Demand Draft /FDR/ Bank Guarantee, valid up to **31.12.2017**.

(b) All the amounts due, if not paid on the due dates, will be recovered from the Security Deposit specified above. The purchaser shall reimburse within fifteen days of dispatch of notice by registered post, all such amounts adjusted from the security deposit and shall thus keep the security deposit always full and complete failing which the agreement will be terminated at the risk and loss of the Purchaser.

#### **5. Refund of Security Deposit:**

The Security Deposit or the balance thereof, as the case may be, will be refunded to the purchaser at the end of the transaction only after the Corporation is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the purchaser, and that no amount is due from him.

#### **6. Of the Advance Sale Amount:**

The purchaser has paid **10% of the sale value** of the anticipated quantity of Eucalyptus wood (as indicated in the Schedule) as advance payment of sale amount, in the form of Demand Draft. This amount will be adjusted towards the payment of sale amount only at the end of the transaction i.e., from the last bills of 10% of supply of material. However, no interest shall be payable on this amount.

#### **7. Transfer of Agreement:**

The purchaser shall not assign and / or transfer tendered unit to any other person or party without the specific orders of the Vice Chairman and Managing Director, TSFDC Ltd who at his discretion may permit such assignment or transfer on payment of a fee @ Rs.1,00,000/- per each unit.

(b) No transfer of the tendered Lot will be permitted if the harvesting in the said Lot has already commenced.

(c) In case of transfer of a Lot from one purchaser to another purchaser, the transferee purchaser will have to enter into fresh agreement with the Vice Chairman and Managing Director on the terms and conditions of the tender notice and Agreement Conditions.

#### **8. Details of Eucalyptus wood (without bark) offered for sale:**

a) The details of Eucalyptus wood (without bark) offered for sales are as indicated supra. These quantities are only estimates and approximate and the Corporation is not bound to supply all the quantities shown. However, if the quantity available in the plantation exceeds the quantity shown in the schedule, supply will be extended to the quantity available, at the discretion of the Corporation. However, the Corporation reserves the right to withdraw from harvesting and supply from any particular plantation / Lot, fully or partly thereof, depending on the Administrative and Operational exigencies and in the interest of the TSFDC Ltd, notwithstanding such units confirmed in favour of the Purchaser.

b) The Telangana State Forest Development Corporation Ltd., reserves the right to supply any additional quantities, other than from the material included in the scheduled, within the area of operation/division as the case may be.

## 9. Specification of Eucalyptus wood (Debarked):

The Eucalyptus debarked wood billets will be, 15 Cms and above in girth and 1 M and above in length, irrespective of moisture content.

10. The purchaser has indicated the following destination/s for delivery of the Eucalyptus wood for the Lots purchased as follows:

Lot No.	Year & Name of the Plantation / Plantations	Final destination/ Intermediate Depot
1	2	3

The purchaser hereby expressly agrees with the TSFDC Ltd, that the purchaser shall receive the Eucalyptus wood produce at his specified destination delivered by the Divisional Manager/s concerned from time to time.

## 11. Transportation of Eucalyptus wood (without bark):

a) The TSFDC Ltd, will transport the Eucalyptus wood to the destination of the purchaser at the cost of the purchaser. Firstly, the purchaser is given an option for nominating his transporter, for transportation of entire pulpwood from the unit, within (15) days from the date of entering in to this agreement. If the purchaser does not avail this opportunity within (15) days of entering in to this agreement, the Divisional Manager concerned of the TSFDC Ltd, will invite tenders / quotations and re-tenders if necessary and finalize the transport rate per MT to the destination/delivery points indicated at condition (10) above. In such a case it will be the discretion of the Divisional Manager concerned whether to consult with the purchaser while finalizing such tenders/quotations and re-tenders if any for transport of pulpwood from the said unit to the destination/delivery points or to any other delivery points as indicated by the purchaser after entering in to this agreement. In either of the above cases, the transporter will follow the conditions as fixed by the Divisional Manager concerned, in terms of arranging sufficient trucks in time and other relevant conditions for successful timely transport of pulpwood.

b) The transport charges will be paid to the Transporter by the purchaser based on the bills forwarded by the Divisional Manager concerned, after receiving the material of about **100 MT** at the destination/intermediate depot. The purchaser will pay at the rate finalized by him in case he has nominated the transporter or at the rate finalized by the Divisional Manager where the rates are finalized by the Divisional Manager after calling for the tenders/quotations as the case may be. The purchaser will also pay the loading and unloading, weighment charges and other incidental charges tollgate charges, market cess, truck repairs etc., to the transporter in either of the cases.

c) Where the purchaser has nominated the transporter and where within (24) hours of intimation, the transporter fails to put the lorries for transportation, the Divisional Manager will be at liberty to arrange for the lorries at a rate as fixed by the Divisional Manager. The purchaser will not have any objection for the same. In case the purchaser fails to pay such transportation charges, the same will be deducted from the Security Deposit available on the lines as indicated in condition 4 (b) above.

d) Where the purchaser has nominated the transport contractor and where the transport contractor fails to transport the material within 24 hours or as prescribed thereon, if any penalty is levied for delayed transportation, the purchaser shall pay such penalty, in case the transport contractor does not comply with the same.

e) The transporter nominated by the purchaser or finalized by the Divisional Manager, as the case may be will have to enter in to an agreement with Divisional Manager concerned. A copy of the Agreement to be entered into by the transport contractor was enclosed at Annexure-I to the Tender Conditions. The purchaser shall take note of the same.

## **12. Delivery of Eucalyptus wood (without bark):**

As and when the Eucalyptus wood is ready in the Lot, the Divisional Manager concerned will arrange transportation of the same to the purchaser's specified final destination/intermediate point.

## **13. Method of weighment of Eucalyptus wood:**

(a) The tare weight of the vehicle will be recorded at a weighbridge, mutually agreed by the TSFDC Ltd., and the purchaser, before proceeding to the Lot for taking delivery of the produce. The vehicle shall have only one Stephane, one rope and one tarpaulin with usual accessories. On production of such recorded tare weight, the same will be noted in the permit.

(b) The vehicle carrying the Eucalyptus wood, initially will be weighed at the nearest authorized Electronic weighbridge. Again, the vehicle carrying the Eucalyptus wood will be weighed at Electronic weighbridge at the final destination / intermediate point. In case if, Eucalyptus wood is transported outside of the Telangana State, the material will be weighed at the nearest inter State border Electronic weighbridge. The valid weight of the produce shall be the higher among the two weighments and the bills will be raised on this higher weight only.

(c) The authorized representative of the purchaser and the TSFDC Ltd., for the said purpose, at the purchaser's specified final destination / intermediate point will enter the valid weight (irrespective of moisture content) in a Register and return one copy of the permit to the Plantation Manager / Divisional Manager concerned and the other copy will be retained by the Purchaser. While doing so, the said representative of the purchaser will enter on the permit the date and time of weighment and serial number of the Register at which it is entered.

(d) The purchaser will bear all the incidental expenditure on account of weighment.

## **14. Issue of transit permits:**

(a) The concerned Divisional Manager in whose jurisdiction the produce is delivered shall arrange for issue of transit permits for transport of the produce to the purchaser's specified final destination in Form-II. Where the produce is transported from the plantation site to the intermediate Depot, Form- I shall be issued.

(b) Where the Eucalyptus wood is delivered at an intermediate depot, the concerned Divisional Manager or the Divisional Forest Officer as the case may be will issue the required Form-II permits to the purchaser for transportation of the produce from intermediate depot to final destination.

(c) The account for use of such permits will be maintained by the purchasers and will be produced to the concerned Divisional Manager or the Divisional Forest Officer when demanded.

(d) The stocks of Eucalyptus wood under the custody of the purchaser in transit is liable to be checked at any time by any officer, not below the rank of a Dy. Plantation Manager of the TSFDC Ltd., or a Forest Section Officer of Forest Department of Telangana.

(e) The transportation will be done on the route or routes prescribed by the Divisional Manager concerned or the Divisional Forest Officer concerned as the case may be, up to the final destination or intermediate depot as the case may be.

## **15. Procedure for payment of sale value and delivery of Eucalyptus wood:**

(a) The weight of Eucalyptus wood will be arrived at a maximum transport distance of 800 Kms. If the destination is more than 800 Kms, the Tonnage measured within 800 Kms only will be adopted for longer distances.

(b) After receipt of the weighment particulars of pulpwood from the Purchaser, at the end of each consignment of about 100 MT (approx.), or once in a week, whichever is earlier, the Divisional Manager concerned shall raise a demand for payment of the value of the material (i.e., actual weight X rate per MT), irrespective of the moisture content. The Divisional Manager will also add TSVAT and Income Tax and other taxes as applicable for the amount arrived at in the same demand raised, for payment by the purchaser. For this purpose the delivery at Intermediate Depot will be considered as a delivery at destination for the purpose of making payment.

(c) The 10% of sale value of the anticipated quantity of Eucalyptus wood (as indicated in the schedule) paid as advance payment of sale value at the time of entering in to agreement condition no. II (6) SHALL NOT be deducted from the demand for payment. This advance amount shall only be adjusted towards the payment of sale amounts, only at the end of the transaction i.e., from the last bills of 10% of supply of material

(d) A demand through Fax / e.mail for payment will also be sent by the Divisional Manager to the purchaser.

e) The amount so arrived at shall be remitted by the Purchaser within (15) days from the date of dispatch of demand notice by Registered Post/Telegram. In case of non receipt of sale amount as demanded by the Divisional Manager, within (15) days of dispatch of demand notice, the Security Deposit will be encashed, at the discretion of the Vice Chairman and Managing Director, TSFDC Ltd, to the extent of the sale amount and taxes due. Or else the Vice Chairman and Managing Director, TSFDC Ltd, at his discretion may resort to impose a penal interest @ 18% per annum on the due amount outstanding. While calculating such interest, any overdue period of (15) days and below will be treated as half-month and any period above (15) days but less than one month will be treated as one month and so on. Under no circumstances the delay for payment beyond (30) days will be permitted and the Vice Chairman and Managing Director, TSFDC Ltd, will encash the Security Deposit to the extent of sale amount and taxes due and the penal interest due. The action so taken will be informed to the purchaser through Registered Post A/D as well as through Fax / e.mail.

f) In such an event, the purchaser shall replenish within ten days of dispatch of intimation by registered post / telegram, all such amounts adjusted from the Security Deposit and shall thus keep the Security Deposit always full and complete, failing which the agreement will be terminated at the risk and loss of the purchaser and the balance Security Deposit available will be forfeited without giving any further notice.

In case a tenderer fails to replenish the security deposit within (10) days, the agreement with him shall be deemed to be cancelled. However, the cancellation of agreement can be revoked by the VC & MD, TSFDC Ltd, at his discretion after the tenderer replenish the security deposit within (7) days after imposing penalty of Rs.50,000/-.

## **16. Of TSVAT and Payment thereof:**

The purchaser will pay the TSVAT / Sales Tax and other taxes as applicable or modified from time to time, as per the provisions of the Telangana State General Sales Tax Act and the rules made there under by the Government, on the sale amount, to the concerned Divisional Manager in the form of a Demand Draft.

The sale amount or part thereof as the case may be shall not be deemed to have been paid unless the sales tax payable along with it has also been fully paid.

The purchaser shall be responsible for subsequent liabilities for payment, if any, including payment of additional sums by way of penalties imposed by the Sales Tax Department or any other Competent Authority at a later date in respect of the produce sold to him under this agreement.

#### **17. Of Income Tax and Payment Thereof:**

i) If the purchaser is a manufacturer, he can claim exemption from paying Income Tax under the provisions of Income Tax Act, 1961 and the rules made there under and amendments made from time to time, by furnishing a self declaration in 'Form-27 C' to the concerned Divisional Manager, before lifting the allotted Eucalyptus wood without bark, to the quantities agreed upon.

ii) If the purchaser is other than a manufacturer, in lieu of Income Tax he has to furnish an undertaking in the prescribed proforma in respect of the supplies made from the Divisional Manager, to the effect that in the event of any Tax demanded under section 206-C of the Income Tax Act on purchase of Eucalyptus wood at a later date he/she would reimburse to the TSFDC Ltd., of any such Tax demand raised u/s 206-C of the Income Tax Act. The undertaking shall be furnished by the purchaser before lifting the allotted Eucalyptus wood without bark, to the quantities agreed upon.

#### **18. Purchaser responsible for receiving notices for payment:**

The purchaser will make his own arrangements to receive the notice for payments and other communications in person or through his authorized agent and will furnish the correct postal address at which notices and other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the purchaser.

#### **19. Establishment of Temporary Intermediate Depots:**

(a) In case after entering in to Agreement, the purchaser intends to transport the pulpwood to an intermediate depot or to a location other than as is mentioned in this Agreement, he shall furnish the details of such intermediate depot viz. District, Mandal, Village, Survey No. etc. to the concerned Divisional Manager under intimation to the concerned Regional Manger and the Vice Chairman and Managing Director of TSFDC Ltd. It will be the discretion of the Divisional Manager of the TSFDC Ltd whether to permit storage of pulpwood at such a location or not. In case permitted, the concerned Divisional Manager himself, in case the location falls within his jurisdiction, will sanction the depot permission. Or else he will recommend to such other concerned Divisional Manager to sanction the depot permit. In case the depot location falls outside the jurisdiction of the Divisional Managers of the TSFDC Ltd, on the recommendation of the concerned Divisional Manager, the depot permission may be given by the concerned Divisional Forest Officer, under whose jurisdiction such location falls.

(b) The Eucalyptus wood will be stocked in such an Intermediate Depot only after due weighment at an authorized Electronic Weigh Bridge, under supervision of an Authorized Officer / Person of the TSFDC Ltd. The method of weighment for the purpose will be as indicated in Condition No.13 above. While stocked in such an intermediate depot, the Eucalyptus pwood will be treated as under transit only. However, once the Eucalyptus wood is delivered from the Unit even where it is stocked at temporary intermediate depot it is deemed that the material is delivered to the Purchaser and he shall make payment for the material weighed as prescribed under Condition No.15. Further for the material stocked in such an Intermediate Depot the purchaser only will be responsible for its safe custody till it reaches the final destination.

(c) If the sale amount and the due taxes for the pulpwood stocked at the intermediate depot are not fully paid, the purchaser will not be permitted to transport/use such material till such time he makes full payment.



(d) The stocks of Eucalyptus wood under the custody of the purchaser at the intermediate depot/s is liable to be checked at any time by any officer, not below the rank of a Asst./Dy. Plantation Manager of the Telangana State Forest Development Corporation Ltd., or a Forest Section Officer of Forest Department of Telangana State.

## **20. Events leading to cancellation of Agreement:**

(a) In the event of failure on the part of the Purchaser to fulfill the provisions of tender notice condition Nos. II (16),(17),(18) and (20) within the time limit prescribed, the Vice Chairman and Managing Director, TSFDC Ltd, may cancel the sale and forfeit all the amounts paid by the Purchaser including the Security Deposit duly reverting / confiscating the material stocked in the Depots/Intermediate Depots (for which the payments are due). This will be informed to the Purchaser through Registered letter Acknowledgement Due and Fax / e.mail

(b) On cancellation of Agreement the Unit will be re-tendered/re-allotted to the next highest tenderer/s at the risk and loss of the purchaser. When the Unit is so re-tendered/re-allotted whatever best amount is offered may be accepted by the TSFDC Ltd, irrespective of the value of the unit put up for re-tender / re-allotment. The balance amount due to the TSFDC Ltd, if any, will be recovered under LRR Act as per law from the Purchaser but he / she will not be entitled to any excess amount if obtained in such a re-tender. In such a case, the increase in the Volume/weight ratio of the material already extracted, if any, will also be treated as a loss.

## **21. Revocation of cancelled Agreement:**

The Vice Chairman and Managing Director, TSFDC Ltd reserves the right to revoke the cancellation orders passed by him under tender condition No. II (21) provided that

(a) All the amounts due to the Telangana State Forest Development Corporation Ltd including the due tender amount, TSVAT, Income Tax, penalties levied, penal interest, amount falling short in the Security Deposit etc. are paid by the Purchaser before the resale/re-allotment of the unit or before confirmation of any bid in such resale or re-allotment.

b) If the purchaser fulfils the formalities of payment of amounts due to the TSFDC Ltd, including the due tender amounts, Sales Tax, Income Tax, penalties levied, penal interest, amount falling short in the Security Deposit etc., subsequent to termination or cancellation but before the resale/re-allotment or before confirmation of any bid in such resale and on payment of revocation fee of Rs.50,000/- (Rupees Fifty thousand only)

c) Whenever the cancellation of the agreement is revoked, the order of forfeiture of Security Deposit due to the cancellation shall stand revoked automatically.

## **22. The TSFDC Ltd, is indemnified for any loss or damage:**

(a) The TSFDC Ltd, reserves the right to refrain from harvesting and supply from any particular plantation or unit, fully or partly thereof, depending upon the Administrative and operational exigencies and in the interest of the TSFDC Ltd, notwithstanding such Unit put up for sale, confirmed and material agreed to be supplied to the purchaser.

(b) The Purchaser shall not be entitled to claim any compensation whatsoever in case the Telangana State Forest Development Corporation Ltd, is not able to supply the Pulpwood from the said unit due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reasons of any wrongful acts committed by any litigation by third party or any other reason whatsoever.

(c) The Telangana State Forest Development Corporation Ltd will not be responsible for any loss or damage that may be caused to the produce sold to the Purchaser as a result of fire, floods, theft or any other calamity from the date of delivery of the material till weighment at the purchaser's final destination.

(d) Where the material is stocked at a temporary intermediate depot, the purchaser shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The Telangana State Forest Development Corporation Ltd will not be responsible for any loss or damage at such a temporary intermediate depot.

### **23. Of Penalties:**

(a) If the Purchaser commits a breach of any of the terms and conditions of this agreement and if the Telangana State Forest Development Corporation Ltd does not propose to terminate the agreement on account thereof, the Regional Manager concerned may impose a penalty of Rs.5,000.00 for each breach. For computation of the breach of the terms and conditions of this agreement, a group of Plantations in a Unit will be taken as one Unit. An appeal against such orders shall lie with the Vice Chairman and Managing Director, TSFDC Ltd, whose decision shall be final and binding. However, such an appeal should be preferred within (15) days from the date of dispatch of the order imposing penalty, by registered post or in person. The Vice Chairman and Managing Director, Telangana State Forest Development Corporation Ltd may condone the delay in preferring the appeals at his discretion.

b) All penalties levied will be paid by the Purchaser within (15) days of dispatch by Registered Post of the notice of demand for payment. In case of failure, such amounts shall be recovered from the Security Deposit.

### **24. General:**

(a) The purchaser will at all times abide by the provisions of Telangana Forest Act of the Rules made there under.

(b) The provisions of the TSVAT / Sale of Goods Act, as amended from time to time will apply to this sale and purchaser will abide by the provisions of the said Act.

(c) The TSFDC Ltd, reserves for itself the right to convert the produce resulting from the plantations in any manner considered appropriate and the purchaser will have no say in the method of extraction of the produce.

(d) Any infringement of tender notice conditions and provisions of Telangana Forest Act and the rules made there under as amended from time to time will entail cancellation of sale, termination of the Agreement and forfeiture of the amounts already paid by the purchaser and confiscation of the produce in the lot.

(e) The terms and conditions given in Tender Notice, vide Ref.No.**TS/OP.001/EPW/2016-17, Dated 05.01.2017** either explicitly or implicitly will form a part of the agreement.

### **25. Force-majeure:**

The Telangana Forest Development Corpn. Ltd, may revoke the agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the purchaser.

### **26. The Committee nominated by the Telangana State Forest Development Corporation Board will be the Sole Arbitrator/s:**

On the event of dispute arising on any of the agreement conditions between the two Parties, the committee nominated by the Board of the Telangana Forest Development Corporation Ltd, will be the sole Arbitrator, and whose decision is final and binding on both the Parties.

### **27. Jurisdiction of the Courts:**

Only the competent Court at Hyderabad will have the jurisdiction over all matters of dispute that may arise out of this agreement and no such matter will be initiated by the purchaser in the Courts at any other place.

The details of Bank Guarantee towards Security Deposit are:

Bank Guarantee No.....for Rs...../-

(Rupees.....).

Bank name:

Date of drawal:

Validity period:

### **FIRST SCHEDULE**

<b><u>SCHEDULE OF TELANGANA STATE DURING 2015-16 SEASON</u></b>							
<b><u>Details of Eucalyptus wood in MTs (approx) in the</u></b>				<b><u>Divisions of Telangana State</u></b>			
<b>Region</b>	<b>Division</b>	<b>Lot No.</b>	<b>Species</b>	<b>Year and name of the plantation</b>	<b>Area in ha</b>	<b>Rotation</b>	<b>Anticipated yield in MTs</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

### **SECOND SCHEDULE**

For purposes of weighing of Eucalyptus wood the following weighing bridges are agreed upon:

- 1.
- 2.

In witness thereof, the Vice Chairman and Managing Director, Telangana Forest Development Corporation Ltd, has hereto set his hand and affixed the seal of his Office in the name and on behalf of the Telangana Forest Development Corporation Ltd, and Sri

....., the purchaser above named has hereto set his respective hand the ..... day of .....2017 first herein above written.

Signed, sealed and delivered by Sri ....., IFS, Vice Chairman and Managing Director in the name and on behalf of the Telangana Forest Development Corporation Ltd, in the presence of:

Witnesses:

- 1.
- 2.

Signed and delivered by Sri....., the purchaser above named in the presence of:

Witnesses:

- 1.
- 2.

## **ANNEXURE – II**

### **TELANGANA FOREST DEVELOPMENT CORPORATION LIMITED : HYDERABAD \_\_\_\_\_ DIVISION**

#### **Transportation of Eucalyptus wood (Without Bark) of 2016-17 Season**

Sealed tenders are invited from Transporters / Individuals / Party (herein after known as tenderers) desirous of transporting Eucalyptus wood (Without Bark) (herein after known as Eucalyptus wood) to be harvested from the plantations of Telangana State Forest Development Corporation Ltd. (herein after known as TSFDC Ltd), in \_\_\_\_\_ Division of \_\_\_\_\_ Region during 2016-17 season. The details of the units from where the Eucalyptus wood is to be transported and the destinations are given in the Schedule annexed.

#### **I. TERMS AND CONDITIONS OF TENDER:**

1. The intending tenderers are advised to inspect personally, the Eucalyptus Plantation locations of the Lot, from which the Eucalyptus wood is proposed to be harvested, to know locations and terrain, for which they intend to submit tenders and satisfy themselves.

2. The act of submitting a tender is deemed to be completed and unreserved acceptance of the terms and conditions of tender and the conditions of agreement appended.

#### **3. Tenderers are responsible to receive all communications:**

All tenderers shall, at the time of submitting tenders, furnish their specific and full postal address to which all communications should be sent. The TSFDC Ltd will not be responsible for the consequences, if any communication sent to the address given in the tender, does not reach the tenderer or is returned undelivered. The responsibility to receive promptly, all communications intended to the tenderer rests fully on the tenderer himself.

#### **4. A tender for the transportation of the produce of each Lot:**

A separate tender shall be submitted for transportation from each unit and for the entire material in the said unit as mentioned in the Schedule. The quantity that will have to be transported will be approximately as that mentioned in the Schedule. However, the tenderer shall transport the entire quantity actually harvested from the plantations in the unit at the same tender rate.

#### **5. Tender form, its cost and availability:**

Printed tender forms can be had from the office of the Divisional Manager, TSFDC, \_\_\_\_\_ Division (herein after known as Divisional Manager) / from the office of the Divisional Manager, TSFDC, \_\_\_\_\_ Division (herein after known as Divisional Manager) located at \_\_\_\_\_, on payment of Rs.500.00 (Rupees Five hundred only) for each form plus Sales Tax (as applicable) of Rs. \_\_\_\_\_ (Rupees \_\_\_ only). The payment may be made in cash, or through bank draft drawn in favour of the "Divisional Manager, the "Divisional Manager, Telangana Forest Development Corporation Limited, \_\_\_\_\_ Division". The cost of the tender form and sales tax is not refundable under any circumstances.

#### **6. Tender by defaulter or minor or insolvent or black listed person:**

Tenders submitted by a Transporter/Individual/party who owes dues to the Telangana State Forest Development Corporation Ltd., or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude or who has been black listed, shall be treated as invalid and earnest money deposit submitted along with such tender shall be forfeited to the Corporation.

#### **7. (a) Presentation of more than one tender:**

Only one tender shall ordinarily be submitted by a party for transportation from a particular unit. However, in the case of submission of two or more tenders with different amounts for any unit, by one and the same party, the tender with the lowest amount shall only be considered.

#### **(b) Difference between the amount given in figures and the amount given in words:**

In case of difference between the amounts given in figures and that are given in words in any tender, the lower of the two will be taken as the tendered amount.

#### **8. Rate to be quoted for transportation of Eucalyptus wood:**

(a) The tenderer shall quote/offer the transportation rates in Rupees per METRIC TONNE (MT) for the Eucalyptus wood without bark), at which he desires to transport the entire pulpwood to be harvested from the said unit to the destination. The rate offered for transportation shall be per MT both in figures and words.

(b) The above rate quoted shall be inclusive of dragging, repairs to tracks, loading and unloading, weighment charges at weighbridge/s, tollgate charges and all other incidental charges.

#### **9. Income Tax:**

(a) Income Tax will be deducted from the payments made to the purchaser for the Eucalyptus wood transported, as per the provisions of the Income Tax Act, 1961 and Rules made there under.

(b) The Transporter shall be responsible for subsequent liabilities for payment of Income Tax if any including payment of additional sums by way of penalties imposed by the Income Tax Department or any other competent authority in respect of the transaction under this Agreement.

c) The transporter shall furnish PAN No. at the time of entering into agreement.

**10. Earnest Money Deposit:**

(a) Every tender shall be accompanied by a Demand Draft for an amount of Rs. 50,000/- (Rupees Fifty thousand only) for each Lot for transportation of Eucalypts wood (without bark), as Earnest Money Deposit (EMD) drawn in favour of the Divisional Manager, Telangana Forest Development Corporation Limited, \_\_\_\_\_ Division

(b) The EMD will be returned to all the unsuccessful tenderers, as soon as may be practicable, after a final decision on the tenders is taken. The EMD of the lowest accepted tenderer for each Lot will be retained and adjusted towards the Security Deposit after the tender acceptance is confirmed. The EMD will be returned if the prescribed security deposit is furnished by the purchaser by any other means mentioned under condition II (3) below.

(c) No interest shall be payable, on the EMD.

**11. Signing of tender:**

The tender form shall be signed by the tenderer.

**12. Submission of the tenders:**

Tender complete in all respects shall be put in a closed and sealed envelope and may be presented in person in the office of the Divisional Manager, Telangana Forest Development Corporation Limited, located at \_\_\_\_\_ on or before \_\_\_\_\_ Plantation Manager (15.00 hours) on \_\_\_\_\_ .2017. An acknowledgement for the same shall be obtained.

**13. Withdrawals of Tenders:**

No withdrawal of tenders before opening, under any circumstances, will be permitted.

**14. Invalid Tenders:**

Conditional tender or tenders sent by Telegram or tenders sent otherwise than as laid down herein shall be treated as invalid and will not be considered.

**15. Tender form improperly filled in:**

Tender not properly filled in or not signed will not be considered. The decision of Divisional Manager, in this regard will be final.

**16. Opening of Tenders:**

Tenders will be opened at the office of the Divisional Manager, Telangana State Forest Development Corporation Limited, ..... Division, located at .....by the Divisional Manager or his Authorized Officer. The tenderers who choose to be present at the time of opening of the tenders may present by themselves. The opening of the tenders will be done commencing from \_\_ PM onwards on ..... 2017. After opening of all the tenders, if deemed necessary, negotiations for some or all Units will be held.

**17. Presiding Officer's decision to be final:**

In case of any dispute that may arise in the context of opening of tenders, the decision of the Divisional Manager, Telangana Forest Development Corporation Limited \_\_\_\_\_ Division shall be final.

### **18. Jurisdiction of the Courts:**

Only the competent Court in the \_\_\_\_\_ District will have the jurisdiction over all matters of dispute that may arise out of the aforesaid transportation tenders and no such matter shall be initiated in the Courts at any other place.

### **19. Equal amounts:**

If equal acceptable rates for transportation per MT of Eucalyptus wood, are offered by more than one tenderer for one and the same unit, the matter will be decided by negotiations or by drawing the lots, as per the discretion of the Divisional Manager.

### **20. Acceptance of Tender Notice/Agreement Conditions:**

All the prospective and present tenderers at the time of opening of tenders shall sign the tender notice/agreement conditions in token of having read and accepted the conditions of the tender notice / agreement conditions before opening of the tenders. However the act of signing on the "Form of tender for transportation of Eucalyptus wood (Debarked) for 2016-17" i.e., on the tender form entails that the tenderers have read and accepted the conditions of the tender notice/agreement conditions at the time of submitting of the tenders.

### **21. Imposition of new conditions:**

The officer opening the tenders may also announce any new conditions of tender, before commencement of opening of the tenders.

### **22. Acceptance or otherwise of tenders:**

The acceptance of tender is subject to confirmation by the Divisional Manager, Telangana State Forest Development Corporation Limited \_\_\_\_\_ Division, who may confirm or reject any tender, including the lowest tender, without assigning any reasons there for. His decision in this respect shall be final. Mere opening of tenders by the officer cannot be deemed as acceptance of the tender, unless it is confirmed by the competent authority.

### **23. Tenderer bound by the tender:**

(a) The tenderers who have submitted their tenders shall be bound by their offers and by these terms and conditions for a period of (45) days from the date of opening of the tenders or till the date of execution of agreement for the transportation of pulpwood from that particular unit, whichever is earlier.

(b) However, any period of stay granted by any competent Court shall not count towards this period.

(c) In the case of breach of this condition, the Earnest Money Deposit under condition No. 1 (10) above, shall be forfeited. In addition to this, the tenderer who has failed to honor his offer shall bear the loss, if any suffered by the TSFDC Ltd, in the subsequent finalization of tenders for that unit at his risk. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from him as arrears of Land Revenue under LRR Act or under any law for the time being in force. The tenderer however shall not be entitled to any profit that may accrue to the TSFDC Ltd, on such subsequent tenders.

## **24. Negotiations:**

a) The Divisional Manager, reserves the right for negotiation of any / all of the units with the tenderers. Only the persons who have submitted the highest three valid tenders for each unit will be permitted to attend the negotiations. The negotiations will be held with each of the tenderer separately or with all the three highest tenderers together, as per the discretion of the Divisional Manager.

b) The tenderers shall give a firm rate in the first instance itself. Any notings or endorsements made on the Tender Form by the tenderer offering to give higher rate if invited for negotiations or the like by the Divisional Manager would result in summary rejection of the tender.

c) Any letter addressed to the Divisional Manager, by a tenderer, after opening of tenders requesting for negotiations shall not be entertained by the Divisional Manager.

## **25. Disqualification of Tenders:**

Canvassing of any type by or for the tenderer will result in invalidation of the tender and disqualification of the tenderer from participation in the transport tenders of the Telangana Forest Development Corporation Limited, for a period of one year besides any other criminal liability.

## **26. Confirmation of Appointment of Tenderer as Transporter:**

(a) The successful "Tenderer" shall be given an Order of Confirmation, who hereinafter called the "Transporter", within a suitable time from the date of opening of tenders/and conducting of negotiations.

(b) The Order of confirmation orders will be dispatched by Regd. Post with Acknowledgement Due, to the address furnished by the transporter. If the confirmation orders are received back unserved or undelivered, it will be deemed that such orders have been served on the Transporter. Hence, the Transporter shall furnish his correct postal address for dispatch of communication at the time of tender.

(c) The confirmation Orders will also be sent through FAX / e.mail, to the addresses furnished by the Transporter.

## **27. Cancellation of Order of Confirmation:**

The Divisional Manager shall cancel the Order of Confirmation, if the Transporter fails to complete the formalities prescribed and execute the agreement within the time allowed.

## **28. Consequences on cancellation of Order of Confirmation of the Transporter:**

The cancellation shall be effective from the date of the order. The order would be communicated either by registered post or personal delivery. Upon the cancellation of the appointment, the E.M.D will be forfeited. In case of such a cancellation, the unit shall be re-tendered or allotted to the next lowest Transporter, if he is so willing, at the risk and loss of the Transporter (original tenderer). The loss shall be recovered from the Transporter as arrears of Land Revenue under LRR Act or under any law for the time being in force. On such re-tender, if there is saving, the Telangana State Forest Development Corporation Limited, shall be entitled to retain the full saving and the Transporter (original tenderer) shall have no right or claim thereto.

## **29. Revocation of the cancellation of Order of Confirmation:**

(a) The Divisional Manager shall be competent to revoke, at his discretion, the Order of Confirmation, in case the Transporter completes all the formalities and is prepared to execute the



agreement at any time before the re-tendering of the unit or allotment to the next lowest tenderer, through an order

(b) The Divisional Manager on revocation of cancelled order of Confirmation, will impose a penalty of Rs.5, 000/- (Rupees Five thousand only).

(c) Wherever the cancellation of the Order of Confirmation is revoked, the Earnest Money Deposit forfeited due to the cancellation shall stand revoked automatically.

**TELANGANA STATE FOREST DEVELOPMENT CORPORATION LIMITED**

**TRANSPORTATION OF EUCALYPTUS WOOD (WITHOUT BARK) FOR THE SEASON 2016-**

**17**

**FORM OF AGREEMENT**

This agreement is made this the ..... Day of the ..... 2017 between the Divisional Manager, Telangana State Forest Development Corporation Ltd., \_\_\_\_\_ Division on behalf of Telangana State Forest Development Corporation Ltd (hereinafter referred to as Telangana State Corporation) on the one part and Sri ..... S/o ..... R/o..... aged about ..... years, herein after referred to as the Transporter which expression shall unless the context does not so admit include his heirs, executors and administrators of the last survivor, the partners for the time being of the said firm/its successors, of the other part.

This agreement shall come into force with effect from the ..... Day of ....., 2017 and shall remain in force up to 30.06.2017 under the terms and conditions herein mentioned.

And whereas the TSFDC Ltd (as recommended by M/s / Sri \_\_\_\_\_ in Lr. No. \_\_\_\_\_ dated \_\_\_\_\_ \*\*) has accepted Sri \_\_\_\_\_ S/o Sri \_\_\_\_\_ R/o \_\_\_\_\_ for transportation of Eucalyptus pulpwood (herein after known as pulpwood) of Unit No. \_\_\_\_\_ of \_\_\_\_\_ Division of \_\_\_\_\_ Region @ Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per MT, inclusive of dragging, repairs to tracks, loading and unloading, weighment charges at weighbridge/s, tollgate charges, market cess, and all other incidental charges.

The details of the produce origin and destination/s are as follows:

Name of the Division.	Lot no.	Year & Name of the Plantations in the unit.	Approximate Qty. in MT.	Material to be transported to Mill site/intermediate depot site at.	Approximate distance from plantations to Mill site/intermediate depot site.
1	2	3	4	5	6

\*\*Where the transporter is recommended by the purchaser.

Now these presents witnesseth and it is hereby agreed and declared by and between the parties hereto as follows:

1. The Transporter during the subsistence of this agreement agreed to transport the entire quantity of Eucalyptus Pulpwood as indicated above to M/s \_\_\_\_\_ at the delivery point i.e., \_\_\_\_\_ @ Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per MT, which is inclusive of dragging, repairs to tracks, loading and unloading, weighment charges at weighbridge/s, tollgate charges and all other incidental charges.

2. The TSFDC Ltd, reserves the right to refrain from harvesting from any particular plantation or unit, fully or partly thereof, depending upon the Administrative and operational exigencies and in the interest of the TSFDC Ltd, notwithstanding such transportation from Unit put up for transportation, confirmed and agreed to keep the material ready for transportation.

### **3. Currency of the Agreement:**

The currency of this Agreement shall be from the date of entering into agreement between the Divisional Manager and the Transporter till 30.06.2017. In case the transaction extends beyond the above period i.e. **30.06.2017**, the validity of the agreement shall be extended till such time, as may be decided by the Divisional Manager only, by executing a supplementary agreement, otherwise the validity of the agreement lapses.

### **4. Security Deposit:**

(a) The Transporter has deposited an amount Rs. 5,00,000/- (Rupees Five lakhs only) with the Corporation towards Security Deposit which will be kept for a period up to 30.09.2017.

(b) In case the transaction extends beyond the agreement period of 30.06.2017, the Transporter shall be required to extend / revalidate the Security Deposit till the period prescribed by the Divisional Manager beyond 30.09.2017.

### **5. Recovery of losses from Security Deposit:**

The loss of pulpwood in transit if any and driage losses due to delay in arranging in transportation of Eucalyptus pulpwood by the transporter shall be recovered from the Security Deposit specified in condition (4). The Transporter shall reimburse within fifteen days of dispatch of notice by registered post by the Divisional Manager, all such amounts adjusted from the security deposit and shall thus keep the security deposit always full and complete failing which this agreement will be terminated at the risk and loss of the Transporter.

### **6. Refund of Security Deposit:**

The Security Deposit or the balance thereof, as the case may be, shall be refunded to the Transporter at the end of the transaction, only after the Divisional Manager is satisfied that all the obligations and formalities under this Agreement have been duly complied with by the Transporter, and that no amount is due from him to the TSFDC Ltd.

### **7. Of Stamp value:**

The Transporter shall comply with the provisions of the Indian Stamp Act Telangana State Court Fees and Suits Valuation Act and all rules made there under from time to time which are in force and undertake to pay the difference of stamp value, if any, arising in terms of provision of Indian Stamp Act at a later date when called fro by the Divisional Manager.

## **8. Transfer of Agreement:**

(a) The Transporter shall not assign and / or transfer this contract to any other person or party without the specific orders of the Divisional Manager, who at his discretion may permit such assignment or transfer on payment of a fee @ Rs.20,000/-.

(b) In case of transfer of a unit from one Transporter to another Transporter, the transferee Transporter shall have to enter into fresh agreement with the Divisional Manager on the terms and conditions as mentioned above.

## **9. Details of Eucalyptus wood to be transported:**

(a) The details of pulpwood to be transported and the destinations are as indicated above. These are only estimates and approximate and the TSFDC Ltd, is not bound to make available all the quantities shown in the schedule for transportation. However, if the quantity available in the plantation exceeds the quantity shown in the schedule, the transporter shall transport the same.

(b) The TSFDC Ltd, reserves the right to supply and additional quantities, other than from the plantations included in the schedule, within in the area of operation / Division and the transporter shall transport the same.

(c) However, the TSFDC Ltd, reserves the right to withdraw from harvesting from any particular plantation/Unit, fully or partly thereof, depending on the Administrative and operational exigencies and in the interest of the TSFDC Ltd, notwithstanding such transportation from the units confirmed in favour of the Purchaser for transportation of pulpwood.

## **10. Specification of Eucalyptus wood to be transported:**

The Eucalyptus pulpwood to be transported will be in the form of billets of 1 M and above in length. The same will be stacked at stump site in the form of stacks.

## **11. Delivery of Eucalyptus wood for Transportation:**

(a) The Transporter / Agent shall meet the concerned Astt. PI. Manger/Dy.PI. Manager / Plantation Manager every day evening after 3.00 PM and obtain the details of quantity of pulpwood available in the unit for transportation and shall acknowledge the same.

(b) The Transporter shall thereupon arrange transportation of the same to the specified destination within 24.00 hours.

## **12. Transportation of Eucalyptus wood:**

(a) The Transporter shall provide sufficient lorries within Twenty four (24) hours after obtaining the indent from the Astt. PI. Manger /Dy. PI. Manager / the Plantation Manager or from any person authorized by the Astt. PI. Manger /Dy.PI. Manager / Plantation Manager for transportation of pulpwood from the unit to the destination.

(b) For this purpose the Transporter should employ one authorized agent to act on behalf of him i.e., Transporter for immediate compliance of the orders of the Astt. PI. Manger /Dy.Plantation Manager / Plantation Manager or his authorized representative. The name of such representative of the Transporter along with his attested signatures shall be furnished to the Divisional Manager at the time of entering in to agreement.

## **13. Mode of transportation:**

(a) The Transporter shall bear the loading charges. Wherever necessary the Transporter shall have to drag the material to the loading points. The transporter shall also carry out repairs to the tracts within and outside the plantation to facilitate transport of loaded trucks.

(b) While transporting within the plantation, if any damage is caused to the standing growth or to the stumps, the loss will be recovered from the Transporter.

(c) The Transporter shall load the pulpwood in the trucks in such a manner that the total weight is evenly distributed.

(d) The Transporter shall transport the Eucalyptus wood to the destination within the time allowed by the Divisional Manager and it is the responsibility of the Transporter to transport the material within the time allowed.

(e) The Transporter shall cover the Eucalyptus wood with tarpaulin invariably during transport to avoid moisture loss in transit.

(f) The Transporter shall abide by the provisions of Motor vehicle Act, 1988 and rules made there under, or any other Act of rules as may be in force from time to time and shall fully be responsible to make good any loss that may accrue to the TSFDC Ltd, as a result of violation of the said Act and Rules.

(g) The Transporter shall also abide at all times the Telangana State Forest Act and all the Rules made there under. He shall be personally responsible for infringement of the provisions under such Act and Rules.

(h) The loading of Pulpwood from the plantation area and transport through Forest area and Forest roads during nights between 6.00 PM to 6.00 AM is prohibited.

(i) The Transporter shall not transport any produce other than the Eucalyptus wood for which permit was issued. Any such material other than pulpwood for which permit is issued, if found in the lorry, will be treated as an offence and is punishable under Telangana State Forest Act and the Rules made there under.

#### **14. Weighment of Eucalyptus pwood:**

(a) Transporter shall bear the incidental expenditure on account of weighment.

(b) The tare weight of the vehicle will be recorded at a specified weighbridge, before proceeding to the Plantation / Unit for taking delivery of the produce. The tare weight shall be taken in presence of the representative of the TSFDC Ltd. The vehicle shall have only one stephney, one rope and one tarpaulin with usual accessories at the time of this initial weighment. On production of such recorded tare weight, the same will be noted in the permit.

(c) After loading, the weighment of the Eucalyptus wood shall be taken initially at the prescribed Electronic weighbridge. Once again the vehicle carrying the material shall be weighed at destination, if it is within 800KMs. Transporter shall be paid the transportation charges for the actual quantity of Eucalyptus wood received at Mill site / purchasers specified destination.

(d) The authorized representative of the purchaser of the Lot and the TSFDC Ltd, for the said purpose, at the purchasers specified destination, will enter the valid weight (irrespective of moisture loss) in a register and return one copy of the permit to the Plantation Manager / Divisional Manager and other copy will be retained by the purchaser of the Lot. While doing so the said representative of the purchaser will enter on the permit the date and time of the weighment and serial number of the register at which it is entered.

(e) The Transporter or his authorized representative shall deliver the first weighment slip (for the weighment done at the initial prescribed weighbridge) to the purchaser at mill site /intermediate depot while taking 2<sup>nd</sup> weighment at Mill site/intermediate depot.

(f) The Transporter or his authorized representative after transporting the produce delivered to him shall return the used permits to the Officer assigned by the Divisional Manager with the record of weighments for reconciliation, failing which the weights as reported from the Weigh Bridge at the destination will be treated as final. The TSFDC Ltd, will have the right to check the weights periodically in any manner as it deems fit.

(g) The Transporter or his authorized agent shall sign on the permit immediately after loading of receipt of the material. The Transporter shall be responsible for the Eucalyptus wood he has acknowledged till the material is finally acknowledged by the purchaser of the Unit at the destination. For any loss that may occur in whole or to part of the pulpwood during the transit period, the Transporter shall be held fully responsible and the value of the material shall be recovered from the Transporter from the bills payable to him or from the Security Deposit. In case of any theft or loss while in transit, the TSFDC Ltd may resort to criminal action.

(h) The TSFDC Ltd, is not responsible for any delay for unloading of material at mills/ destination site.

(i) The transporter has to pay the taxes and other incidental charges imposed during the transportation and unloading charges at the destination.

#### **15. Making payments to the Transporter:**

(a) After transporting about 100 MTs of Eucalyptus wood to the destination, the Divisional Manager will forward the bills for transportation to the purchaser of the unit, for the actual quantity received at destination, for necessary payment of transportation charges to the Transporter.

(b) The expenditure for dragging, repairs to tacks, loading and unloading, weighment charges at weighbridge/s, tollgate charges, and all other incidental charges shall be borne by the Transporter.

#### **16. Of the loss in weight in transit:**

The transport contractor will be allowed a transit loss not exceeding 1.5%. If transit loss is more than 1.5%, the cost of pulpwood for such transit loss shall be recovered from Transporter.

#### **17. Issue of transit permits:**

The Divisional Manager will arrange to issue transit permits in Form –II for transport of the produce from the plantation site to the specified final destination. When the produce is transported from plantation site to the intermediate depot, Form – I shall be issued.

#### **18. On failure to arrange for transpiration within time:**

(a) If the transport contractor/authorized agent fails to arrange sufficient lorries and fails to transport the material within 24 hours from the time of obtaining of indent from the Dy. Plantation Manager / Plantation Manager, a penalty of Rs.50/- per cum per day shall be levied on the transporter beyond (24) hours, till he actually transports. However, any period beyond (24) hours, up to next (24) hours will be treated as one day delay and so on. However, if the left over material is less than 15 cum on any particular day there will not be any penalty on the same.

(b) The TSFDC Ltd, reserves the right to engage private lorries at the prevailing market rates, if the Transporter fails to put the lorries for transportation within (24) hours of obtaining indent from the Asst. Pl. Manger /Dy. Plantation Manager / Plantation Manager. In such an event the total expenditure incurred on transportation shall be initially recovered from the pending bills / Security

Deposit of the Transporter, till it is reimbursed by the purchaser. In case such transaction is done at a rate higher than the tendered rate, the differential amount will be recovered from the Security Deposit of the transporter available / or from pending bills.

(c) However, in case of any delay in transportation by the TSFDC Ltd, as per clause No. 18(b) above, for the reasons of not able to procure lorries at short notice also, the transporter shall be responsible for paying penalty as indicated at clause No. 18 (a) for such extended delay.

#### **19. Income Tax:**

(a) Income Tax will be deducted from the payments made to the purchaser for the Eucalyptus pulpwood transported, as per the provisions of the Income Tax Act, 1961 and Rules made there under.

(b) The Transporter shall be responsible for subsequent liabilities for payment of Income Tax if any including payment of additional sums by way of penalties imposed by the Income Tax Department or any other competent authority in respect of the transaction under this Agreement.

#### **20. Transporter responsible for receiving notices:**

The Transporter shall make his own arrangements to receive all the notices in person or through his authorized agent and shall furnish the correct postal address at which notices and other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the Transporter.

#### **21. Events leading to cancellation of Agreement:**

(a) In the event of failure on the part of the Transporter to fulfill the provisions of these agreement conditions and more specifically the condition Nos. (8), (11), (12), (13), (14),(15)b,(16),(18) and 25(a), the Divisional Manager may terminate the Agreement and forfeit all the amounts paid by the Transporter including the Security Deposit. This will be informed to the Transporter through Registered letter Acknowledgement Due and through FAX / e.mail.

(b) Further the TSFDC Ltd, may, at its option and without prejudice to its rights under the agreement, cancel the agreement either in full or in part at any time, by a written notice to the Transporter in case of his noncompliance with the various obligations/responsibilities undertaken under the agreement and more particularly in case of any of the circumstances such like the Transporter becoming bankrupt or insolvent or it being Company going into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or assigning or subletting the agreement or any part thereof, or abandoning the agreement, or without reasonable cause, fail to commence execution of the agreement within the stipulated period or suspend the progress of the execution of the agreement after receiving from the TSFDC Ltd written notice to proceed with the agreement or work order, or fail to proceed with the execution of the Agreement with due diligence according to the agreed time schedule or fail to rectify errors or negligence or insufficiencies in the specifications, or fail to supply sufficient lorries or manpower or disregarding the instructions of Divisional Manager in relation to the execution of the agreement or Fail to execute the agreement in accordance with the agreed terms or neglect to carry out his obligations and responsibilities under the Agreement.

(c) On cancellation of Agreement the transportation of the Lot will be re-tendered / re-allotted to the next lowest tenderer/s at the risk and loss of the Transporter.

## **22. The TSFDC Ltd is indemnified for any loss or damage:**

(a) The Transporter shall not be entitled to claim any compensation whatsoever in case the TSFDC Ltd, is not able to arrange the Eucalyptus wood for transportation from the said unit due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reasons of any wrongful acts committed by any litigation third party or any other reason whatsoever or the purchaser of the unit backing out or cancellation of agreement with the purchaser or due to administrative reasons etc.

(b) The TSFDC Ltd will not be responsible for any loss or damage that may be caused to the Lorries or other vehicles pressed into service by the Transporter as a result of accident, fire, floods, theft, insurgency, unlawful activities or any other calamity within the plantation site or outside.

(c) The TSFDC Ltd shall also not be responsible for any death or grievous injury caused to any of the persons engaged by the transporter within the plantation site or outside.

## **23. Liability of the Transporter in case of accidents and non-compliances of Laws:**

The Transporter shall indemnify the TSFDC Ltd against any loss, damage and injury to any person or to any property and against any other liability or obligation and against all the actions, suits, claims, demands, costs charges and expenses arising in connection with such damage, injury, liability or obligation resulting from willful act or negligence on the part of transporter or on the part of his employee, agents and sub-contractors; and / or non-compliance of all applicable laws, ordinances and regulations, and / or non-compliance of safety regulations.

## **24. Of compliance with Laws:**

(a) The Transporter shall indemnify the TSFDC Ltd against any laws, ordinances and regulations not complied by him, and / or non-compliance of safety regulation by the transporter.

(b) The Transporter shall ensure that all documents and permits required by the Government, including the Forest Department of Telangana State, shall be obtained and carried in the vehicles employed and are produced for inspection by Government authorities whenever necessary.

(c) It is a material part of this agreement that the supplies effected by the Transporter are obtained bonafide in the manner laid down by the Government and that there is no violation of any law in particular, but not limited to laws governing to forestry operations in the State of Telangana.

(d) The TSFDC Ltd, reserves the right to initiate suitable action against the transporter in case of violating any of the terms and conditions of the agreement by canceling the agreement besides forfeiting the Security Deposit.

## **25. General:**

(a) The Transporter shall at all times abide by the provisions of Telangana State Forest Act / Sales of Goods Act, 1930, Motor Vehicle Act, 1988, Indian Stamp Act, Telangana State Court Fees and Suits Valuation Act, 1956 and the Rules made there under and amendments issued from time to time.

(b) The TSFDC Ltd, reserves for itself the right to convert the produce resulting from the plantations in any manner considered appropriate and the Transporter shall have no say on the specification of the material.

(c) Any infringement of tender notice conditions and provisions of Telangana State Forest Act and the rules made there under as amended from time to time will entail cancellation of the Agreement and forfeiture of Security Deposit.

(d) The terms and conditions given in the Tender Notice No. .... by the Divisional Manager..... Dated \_\_\_\_\_ either explicitly or implicitly will form part of the Agreement.

#### **26. Of Penalties:**

(a) If the Transporter commits a breach of any of the terms and conditions of this Agreement and if the TSFDC Ltd, does not propose to terminate the Agreement on account thereof, the Divisional Manager may impose a penalty of Rs.10,000/- for each breach. An appeal against such orders shall lie with the Regional Manager whose decision shall be final and binding. However, such an appeal shall be preferred within (15) days from the date of dispatch of the order imposing penalty, by registered post or in person.

(b) All penalties levied shall be paid by the Transporter within (15) days of dispatch by Registered Post of the notice of demand for payment. In case of failure, such amounts shall be recovered from the pending bills of the transporter claimed from the purchaser of pulpwood or from the Security Deposit of the transporter. In case of recovery from the Security Deposit, it shall be recouped by the transporter within (7) days.

#### **27. Force-majeure:**

The Telangana State Forest Development Corporation Ltd., may revoke the Agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Transporter.

#### **28. Sole Arbitrator:**

In the event of dispute arising on any of the Agreement conditions between the two Parties, the Vice Chairman and Managing Director of Telangana State Forest Development Corporation Ltd will be sole Arbitrator, and whose decision is final and binding on both the Parties.

#### **29. Jurisdiction of the Courts:**

Only the competent Court located in the \_\_\_\_\_ district will have the jurisdiction over all matters of dispute that may arise out of the aforesaid Agreement and no such matter shall be initiated in the Courts at any other place.

#### **30. The details of Bank Guarantee towards Security Deposit are:**

Demand Draft / FDR No..... dated .....for Rs.5,00,000/- (Rupees Five lakhs only), drawn on \_\_\_\_\_ Bank in favour of the Divisional Manager, Telangana State Forest Development Corporation Limited, \_\_\_\_\_ Division.

#### **31. For purposes of weighment of Eucalyptus wood at the initial weigh bridges the following are indicated:**



1.

2.

In witness, thereof, the Divisional Manager, Telangana State Forest Development Corporation Ltd. \_\_\_\_\_ Division has hereto set his hand and affixed the seal of his office in the name and on behalf of the Telangana State Forest Development Corporation Ltd. and Sri ..... S/o Sri ..... R/o....., the Transporter has hereto set his respective hand the ..... day of ..... first herein above written.

Signed, sealed and delivered by Sri ..... , Divisional Manager, Telangana State Forest Development Corporation Ltd \_\_\_\_\_ Division, in the name and on behalf of the Telangana State Forest Development Corporation Ltd in the presence of:

Witnesses:

1.

2.

Signed and delivered by Sri....., the purchaser above named in the presence of:

Witnesses:

1.

2.

**VICE Chairman & Managing Director  
TSFDC Ltd.**