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ARASU RUBBER CORPORATION LIMITED
(A Government of Tamil Nadu Undertaking)
Regd. Office, Vadasery, Nagercoil 629 001.
Kanyakumari District, Tamil Nadu.

Ref: No.D1/ 10625/16

Date: 6-6-2018

RE-AUCTION CUM TENDER NOTICE

Re-auction Cum Tender Notice for the Right to do Slaughter tapping of Latex, Felling and Removal of Rubber trees.

Subject to condition laid down in the Auction Cum Tender Notice issued in this Office C.No. D1/3409/13 dated 15.12.2016 and D1/10625/16 dated 19.01.2018 sealed tenders in the prescribed form on schedule basis will be received from the Registered Contractors Arasu Rubber Corporation Limited, for the Right to do Slaughter tapping of latex and removal of Rubber trees in Arasu Rubber Corporation Limited, as shown in the annexure up to **10.30** A.M. on 22.06.2018 and Auction will be conducted at 11.00 A.M. on the same day, further tenders will be opened on the same day.

2) Tender Schedule will be sold in this office from 12.06.2018 to 20.06.2018 during office hours. Tender schedule can be down loaded in our website www.arasurubber.tn.nic.in (however, the cost of tender schedule must be remitted in cash/ DD along with the tender documents in such case).

Note: 1) For further details please visit our website

- 1) www.arasurubber.tn.nic.in
- 2) www.tenders.tn.gov.in
- 3) www.forests.tn.gov.in

2) The auction cum tender terms and condition can be downloaded in Tamil Nadu Government Website in ID No.arc 149765

Annexure - I

Girth Classification													
S l. No.	Coupe/ Bit.No.	Below 60 cms Nos.	61-75 cms Nos.	76-90 cms Nos.	91-105 cms Nos.	106-120 cms Nos.	121-135 cms Nos.	136-150 cms Nos.	151 above cms Nos.	No. of trees Nos.	Solvency (Rs.)	EMD amount (Rs.)	Cost of tender schedule + 12% GST
I. Kalikesam Unit of Manalodai Division													
1	38 Bit-I	62	62	122	196	275	282	271	547	1817	46,00,000	4,60,000	15000+1800
2	38 Bit-II	9	30	44	80	128	191	195	634	1311	33,00,000	3,30,000	15000+1800
3	38 Bit-III	-	10	26	46	92	155	214	760	1303	33,00,000	3,30,000	15000+1800
II. Chithar Unit of Chithar Division													
4	47 Bit-III	47	59	115	237	362	406	383	377	1986	51,00,000	5,10,000	15000+1800
5	47 Bit-V	52	110	247	377	460	326	194	141	1907	37,00,000	3,70,000	15000+1800
III. Kallar Unit of Kodayar Division													
6	90	95	118	204	213	244	204	150	210	1438	38,10,000	3,81,000	15000+1800
Total										9762			

For ARASU RUBBER CORPORATION LTD.,
Sd/- H.VENUPRASAD,
MANAGING DIRECTOR

To

All Registered Contractor, Arasu Rubber Corporation Limited.

Copy submitted to :

- 1) The Principal Secretary to Government, Environment & Forests Department, Chennai-9
- 2) The Principal Chief Conservator of Forests & Head of Forest Force, Chennai-15
- 3) The Chairman, Arasu Rubber Corporation Limited, Chennai 15
- 4) Copy to the Chief Conservator of Forests, Tirunelveli Circle, Tirunelveli.
- 5) Copy to the District Collector, Kanyakumari District, Nagercoil
- 6) Copy to the District Forest Officer and Wildlife Warden, Kanyakumari Division, Nagercoil and Tirunelveli Division, Tirunelveli.
- 7) Copy to All Divisional Managers and Factory Officers to display in their notice board for wide Publicity.
- 8) Copy to the Director, Rubber Board, Kottayam for wide circulation amongst the traders of Rubber Board.

/t.c.b.o/

Senior Draughting Officer

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ARASU RUBBER CORPORATION LIMITED
(A Government of Tamil Nadu Undertaking)
Regd. Office, Vadasery, Nagercoil 629 001.
Kanyakumari District, Tamil Nadu.

Ref: No.D1/ 3409/13

Date: 15-12-2016

AUCTION CUM TENDER NOTICE FOR RIGHT TO DO SLAUGHTER TAPPING OF LATEX FELLING AND REMOVAL OF RUBBER TREES IN ARASU RUBBER CORPORATION LIMITED.

AUCTION CUM TENDER TERMS & CONDITIONS.

Sealed tenders are invited from the Registered Contractors of Arasu Rubber Corporation Limited for right to do slaughter tapping of Latex, felling and removal of rubber trees in Arasu Rubber Corporation Limited as shown in the Annexure-I. The Earnest Money Deposit for the Auction cum Tender is as shown in the Annexure-I. (Payable through a Demand draft drawn in favour of Arasu Rubber Corporation Limited payable at Nagercoil. If the date of Auction cum Tender happens to be a holiday due to unforeseen reasons, the Tender shall be received and opened on the succeeding working day at the time and place fixed after auction. If on account of unavoidable circumstances the auction could not be conducted another date will be given for conducting the auction. Such received sealed Tender will be opened only after the auction. The revised date for auction cum tender will be informed in advance. Only Registered contractors of Arasu Rubber Corporation Limited who have submitted tender documents on or before the due date and time as per this tender notice condition will be allowed to participate in the auction. On account of such delayed auction the Corporation will not be responsible for payment of any interest on the EMD enclosed along with the tender schedule and no such claim will be entertained by the Corporation.

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2) The tender schedule can be obtained from Registered office and submitted to the Registered Office as per schedule indicated in the Table-A in Page 1. The tenderers intending to send the tenders, by post, shall seal the envelope and send the cover by Registered Post super scribed as “Tender for slaughter tapping and removal of rubber trees” so as to reach this office on or before prescribed date and time. Tenders received after the stipulated date and time will not be considered. Auction will be conducted as indicated in Table –A and tender will be opened on completion of Auction by the Divisional Manager or any Officer authorized by the Managing Director in the presence of bidder/tenderers.

3) The rate should be quoted per tree basis including all related costs viz. cost of latex and scrap, felling & removal charges, etc. Separate tender should be submitted for each bit/coupe as per tender notification schedule in Annexure-I along with EMD in separate tender schedule.

4) The cost of tender schedule will not be refunded at any cause.

5) The Solvency certificate as per the Annexure - I should be enclosed along with the Tender schedule. The solvency certificates should have been issued by the Tashildar at least six months within the date of Auction cum Tender. If the Tender schedules are not attached with valid Solvency certificate the entire tender / sale value should be remitted in the form of Demand Draft drawn in favour of Arasu Rubber Corporation payable at Nagercoil at the time of Auction/Tender. If a contractor has solvency for lesser value, the difference in amount may be remitted as Demand Draft drawn in favour of “Arasu Rubber Corporation Limited” at the time of Auction/Tender. The tenderer who have neither produced the solvency to the extent given in the annexure nor remitted the difference amount by Demand Draft will not be allowed to participate in the Auction/Tender.

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6) The total No. of trees shown in the annexure-I are inclusive of standing trees of various girth class and broken trees if any. The tenderer if wants, should inspect at his own risk and expenses the Coupes and satisfy himself regarding the numbers, condition, quality etc. of trees before quoting the rate. No dispute will be entertained after submitting the tender documents. The decision of the Managing Director will be final in all cases.

7) Tender offers submitted in any other mode other than as mentioned above will be rejected.

8) The post sale offer after opening of tender/auction will be considered by the Managing Director, Arasu Rubber Corporation Limited subject to the following conditions.

i) The contractor shall submit a written unconditional application to the Managing Director, Arasu Rubber Corporation Limited within three days of auction/tender along with a Demand Draft for value exceeding additional 15% of the amount already offered for the Coupe in the name of Managing Director, Arasu Rubber Corporation Limited. If the total value is not enclosed offer will be rejected. Further the post sale offer cash payment/cheque will not be accepted. All the post sale offer should be sent to Managing Director, Arasu Rubber Corporation Limited only.

ii) Three days shall be reckoned three working days (excluding holidays) from the date of tender/auction. The post sale offer should be given on the Corporation working day only.

iii) The Managing Director reserves the right for himself for taking decision on the Tender/auction without waiting for post sale offer. The right cannot be stopped by any contractor. The decision of the Managing Director is final on this and the contractor are bound by the decision of the Managing Director.

iv) The post sale offer will be entertained only one time for the sale. As per the rule mentioned in para (ii) the post sale offer should be given within three days from the date of tender/auction. The post sale offer given within 3 days will be brought to Public auction. In the auction all contractor including the highest bidder of previous tender/auction and the post sale offerer can participate.

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The highest offer received in the public auction alone will be taken for confirmation of post sale offer, after this public auction will not be accepted at any cost.

9) Participants who intend to tender/bid on behalf of another firm/person should be a holder of duly executed specific Power of Attorney on a stamp of requisite value in his favour authorizing him to do so.

10) Tender submitted jointly by more than one person shall not be accepted unless such persons are members of a Registered company or Firm, and the tender submitted is on behalf of such company/firm.

11) Tenders/Bids from persons who are black listed, convicted or who are minors or who have failed to pay Government dues or who are insolvent will not be accepted.

12) All correction/additions/alterations in the tender schedule should be attested with full signature.

13) The address for communication should be mentioned clearly along with contact phone numbers.

14) The Managing Director, Arasu Rubber Corporation has the discretionary powers to relax any of the condition (s) in the interest of the Corporation.

15) The sale value should be remitted by the successful Contractor/bidder by Demand Draft Payable in favour of “Arasu Rubber Corporation Limited at Nagercoil in three installments as tabulated below:

Table – B

S. No.	Installment	Percentage to be remitted in Total sale value	Time stipulated for remittance of each installment
1	First (1/3 rd of Trees)	40	On or before 15 th day of receipt of confirmation order.
2	Second (1/3 rd of Trees)	30	On or before 30 th day from the date of remittance of First installment
3	Third (1/3 rd of Trees)	30	On or before 30 th day from the date of remittance of second installment.

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For belated payment the successful bidder should pay a penal interest of 12% of the sale value amount for every delayed day.

16. The entire work should be completed and the area should be handed over back to Arasu Rubber Corporation within five months from the date of execution of agreement.

17. The successful tenderer will allow to continue the work only after remittance of money as in table B above.

18. The Contractor/tenderer/bidder shall pay the Income Tax/VAT any other levies for the value of latex, scrap and rubber wood to the Corporation along with payment of each installment. In turn the Corporation will remit the entire amount collected towards IT/VAT/any other levies to the concerned authorities.

19. The successful tenderer/bidder should execute an agreement in sufficient stamp paper within five days of remittance of the first installment of sale value to Arasu Rubber Corporation Limited. The agreement will be valid for five months from the date of execution of agreement.

20. The E.M.D of successful tenderer/bidder will be retained as security Deposit until completion of work and E.M.D of unsuccessful bidders will be returned.

21. The Managing Director of Arasu Rubber Corporation has discretion to accept or reject all or any offers received in the auction cum tender without citing any reason whatsoever. The auction and tender may also be cancelled at any time before the issue of confirmation order by the Managing Director of Arasu Rubber Corporation Limited at his discretion without citing any reason (s).

22. During the contract period the Corporation will not entertain any complaint of loss or damage on account of strike, flood, fire, earthquake, lightning, thunder, theft, pilferage or other natural calamities etc. to those for which order has been issued. The Corporation will not be liable for any compensation for loss or damage as stated above to the contractors/bidders on the life and property of their workers at any time/place during execution of work.

23. The Managing Director or any officer authorized by him has the right to inspect the field under contract during the contract period. They will further have the right to check the slaughter tapping and check the felling, loading and transport of rubber trees at any time at any place and under all circumstances.

24. The successful tenderer/bidder should ensure that there should not be any loss or damage, theft pilferage etc. to the latex, scrap, tree lace, cup lump or any other properties of Arasu Rubber Corporation in non-contracted areas under any circumstances if any complaint, theft, pilferage, etc. is proved the entire contract will be cancelled and the EMD along with the remitted amount will be forfeited and in addition appropriate legal action will be initiated by Arasu Rubber Corporation.

25. There should not be any obstruction from the contractors or their workers etc. for carrying out the normal duties of Arasu Rubber Corporation staff and workers.

26. Rubber seeds collected in the areas of felling of trees belong to the Corporation only.

27. No permanent construction/roads should be erected/formed in the contracted area. Temporary sheds can be fixed by the contractor after obtaining necessary written permission from the Divisional Manager by paying required fee and this temporary sheds have to be removed by the Contractor/bidder at his expenses after the contract period is over.

28. The felled Rubber trees or latex or scrap etc. shall be transported through Arasu Rubber Corporation area between 6 A.M. to 6 P.M. only during the working days. Slaughter tapping, felling or any work will not be allowed on any holidays.

29. The acceptance or rejection of tender will be at the discretion of the Managing Director only. If the contractor disobey any of the instructions on this, the Managing Director has the discretion to cancel the contract and to conduct retender at their risk in addition to the forfeiture of Security Deposit and value already paid.

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30. The loss if any sustained to Arasu Rubber Corporation on account of violation of terms and conditions, the contractor will be liable to reimburse to Arasu Rubber Corporation the amount fixed by the Managing Director at his discretion.

31. The tenderer/bidder should not employ any worker/staff who are permanently employed by the Corporation.

32. During the contract period and at the time of carrying out the work if any accident, damage, etc. happens to the workers, agent or anybody employed by the Contractor, the contractor will be solely held responsible.

33. The Court in Nagercoil alone will have jurisdiction to deal with the legal disputes pertaining to this contract.

34. After completion of contract, the contractor shall obtain a certificate for completion of the work from the concerned Divisional Manager, after this only the release of Security Deposit will be considered.

35. The change in condition or introducing new conditions over and above the existing condition relevant to the auction cum tender will be informed to the tenderer at the time of opening tender or at the time of confirmation of auction which they shall have to adhere to.

36. Necessary permit will be given by the Competent authority to the contractor for the transport of latex from the area. The permit will be in triplicate. One copy should be given by the contractor for transport of latex. Original copy of the permit should be sent to the concerned Divisional Manager. The permit will be supplied by Arasu Rubber Corporation and the cost will be recovered from the contractor. The unused permits should be surrendered immediately to the Arasu Rubber Corporation after the operations are over.

37. Similarly necessary permit will be given by the Competent authority to the contractor or his authorized agent for transport of rubber wood from the Arasu Rubber Corporation area as mentioned above. The unused permits should be surrendered immediately to the Arasu Rubber Corporation after the operation are over.

38. The Contractor may take transport of the rubber wood either in person or he may authorize his agent in writing to do so. The person authorized by the contractor shall be considered as duly a credited agent of the contractor. The specimen signature of the authorized agent will be communicated to the concerned for identification etc.

39. The contractor should furnish the names of his workers who will be engaged by him with their fathers or husband's name with age and their permanent addresses to Arasu Rubber Corporation well in advance to prevent the entry of unauthorized persons into the area.

40. The contractor should do slaughter tapping/felling in the earmarked area only. Any breach of condition will result in termination of contract.

41. The contractors are allowed to fell only the contracted rubber trees. Any other trees, viz. boundary trees, teak trees and trees of any other species should not be felled under any circumstances. If any such irregularities are noticed the contract will be terminated spontaneously without notice and further action will be proceeded as deemed fit.

42. The Coupes are being sold for the purpose of replanting. Hence any delay on the part of the tenderer/bidder to clear fell and transport the trees beyond the time limit will not be accepted. Therefore no extension of time beyond the Contract period shall be granted in the normal course except under the circumstances that are proved to be beyond the control of the tenderer/bidder. The Managing Director may at his discretion grant extension of time to a reasonable extent after satisfying himself about the bonafide of the circumstances with fine.

43. The tenderer/bidder shall take precautions not to damage or obstruct the telegraph, telephone or electric lines and posts during the contract period.

44. The Contractor hereby does bind himself to perform every duty and act expressed in the conditions of the tender notice. In the case of any act or omission on the part of the contractor, his employees and agent, which amount to a breach of the said conditions, the successful tenderers shall have to pay on demand, by the Managing Director a penalty at the discretion of the Managing Director.

45. The trees marked to indicate the boundary of the coupes should be kept intact till the clearance of other standing marked rubber trees in the allotted coupe and inspection of the coupe by the Divisional Manager concerned/any other official of the Corporation. They should be felled and removed only after getting permission from the Divisional Manager concerned.

46. The Corporation will tap the trees till the contractor starts the work

47. The tenderers/bidders shall not be permitted to do any other work apart from slaughter tapping/felling and removal of rubber trees.

48. The highest bidder /tenderer will not be allowed to enter the field after 30th day of receipt of work order if they don't remit 2nd Installment of 30%. The contractor will not be allowed to enter the field after 45th day of receipt of confirmation order if they don't remit the third installment of 30% of sale value as stated above.

49. The Corporation will not provide men or materials for the slaughter tapping and felling of the trees. All the presently available cup hangers, spouts coconut shells and other materials will be taken over by the Corporation and it cannot be given to the contractor.

50. Felled Rubber trees can be sold subject to the rules and regulations of Rubber Board and the Government.

51. If the contractor fails to make payment or fails to do slaughter tapping and felling of the trees and removal as per the tender and agreement conditions and as per the conditions fixed by the Managing Director the contract will be cancelled and the E.M.D will be forfeited. Further a retender will be conducted at the risk and responsibility of the defaulted contractor/bidder and the loss if any will have to be recovered from the defaulted contractor. The contractor shall not claim for the profit if any received on account of such retender by the Arasu Rubber Corporation.

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52. The Boundary trees, Teak trees and miscellaneous trees other than Rubber trees will be ring marked. The contractors are not allowed to fell these trees and if any felling is noticed their contract will be terminated. The contractor is responsible for any illicit felling, pilferage of Forest Produce within one hundred meters from the boundary/Periphery of each bit/Coupe as shown in Annexure – I.

53. Rubber firewood should be stacked in suitable and convenient sizes of stacks enabling the Arasu Rubber Corporation staff to check measure the same easily.

54. The contractor should give/render the accounts before 10th of every month regarding the quantity of Rubber timber and Rubber firewood removed/transported by him from the coupe as well as the quantity of rubber latex transported from the area without fail under the cover of permit.

55. The contractor should handover the area back to Arasu Rubber Corporation in good condition after all the operations are over in the coupe.

56. In case of strike, agitations, lockouts or other factors beyond the control of the Corporations, the sale shall either be cancelled or the period for payment of money and for removal of the materials the Voidah shall be extended proportionately. The tenderer shall not fell the marked rubber trees as reserved to the Corporation.

57. During peak rainy season in the respective zones felling work should not done. This will be specified depending on the rainy season and intensity of rain.

58. The contractor shall be present in the contract area during the currency of the contract. In case he is unable to be present he may appoint an agent approved by the Managing Director provided the contractor shall furnish a power of Attorney on a stamped paper of required value, in his favour to represent him on his behalf to do any act which he was undertaken to do under the terms of the agreement. He or his authorized agent shall remain present in the contract area throughout the contract period. Working in the contract area shall not be allowed in the absence of the contractor or his approved agent.

59. No materials shall be removed from contract area unless it is covered by a transit pass, issued in accordance with Forest Act and shall be stamped, where such stamping is needed as per the rules in force, with the registered property mark of the contractor. The property mark shall be got registered with competitive authority before making use of it, on payment of the prescribed Registration fees. The above mentioned mark shall abide by the transit rules in force in the respective states through or to which the forest produce is sought to be exported.

60. The tenderers/Bidders shall not be permitted to do any agricultural works during the contract period in the plantation area.

61. Should any dispute arise either in the working of the rubber plantations or with regard to the interpretations of the terms and conditions, the decision of the Managing Director, Arasu Rubber Corporation Limited, Nagercoil shall be final and binding on tenderer.

62. The Purchaser shall at all times abide by the provisions contained in the Tamil Nadu Forest Act and the rules and modification thereon.

63. The Contractor shall be responsible for the damages caused to the Arasu Rubber Corporation Roads and buildings and other allied Corporation materials etc. under the Jurisdiction of Arasu Rubber Corporation Limited.

64. The Contractor shall at all times abide by the provisions contained in the Tamil Nadu Forest Act and the rules in force along with any further amendment rule.

65. Any infringement of tender notice conditions and provisions of Tamil Nadu Forest Act, and the rules as amended from time to time will entail cancellation of sale, termination of agreement and forfeitures of amounts paid already.

66. The Managing Director (or) any officer authorized by him will announce change if any, in the auction cum tender conditions at the time of auction and tender, which cannot be questioned in any Court.

For Arassu Rubber Corporation
Sd/-Rakesh Kumar Dogra
Managing Director.

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ARASU RUBBER CORPORATION LIMITED
(A Government of Tamil Nadu Undertaking)
Regd. Office, Vadasery, Nagercoil 629 001.
Kanyakumari District, Tamil Nadu.

Ref: No.D1/ 10625/16

Date: 19-01-2018

AUCTION CUM TENDER NOTICE FOR RIGHT TO DO SLAUGHTER TAPPING OF LATEX FELLING AND REMOVAL OF RUBBER TREES IN ARASU RUBBER CORPORATION LIMITED.

AUCTION CUM TENDER TERMS & CONDITIONS

Sealed tenders are invited from the Registered Contractors of Arasu Rubber Corporation Limited for right to do slaughter tapping of Latex, felling and removal of rubber trees in Arasu Rubber Corporation Limited as shown in the Annexure-I. The Earnest Money Deposit for the Auction cum Tender is as shown in the Annexure-I. (Payable through a Demand draft drawn in favour of Arasu Rubber Corporation Limited payable at Nagercoil. If the date of Auction cum Tender happens to be a holiday due to unforeseen reasons, the Tender shall be received and opened on the succeeding working day at the time and place fixed after auction. If on account of unavoidable circumstances the auction could not be conducted another date will be given for conducting the auction. Such received sealed Tender will be opened only after the auction. The revised date for auction cum tender will be informed in advance. Only Registered contractors of Arasu Rubber Corporation Limited who have submitted tender documents on or before the due date and time as per this tender notice condition will be allowed to participate in the auction. On account of such delayed auction the Corporation will not be responsible for payment of any interest on the EMD enclosed along with the tender schedule and no such claim will be entertained by the Corporation.

2) The tender schedule can be obtained from Registered office in person or can be downloaded from our website www.arasurubber.tn.nic.in and submitted to the Registered Office (along with the cost of tender schedule in the form of Demand Draft / Cash Receipt) as per schedule indicated in the Table-A in Page 1. The tenderers intending to send the tenders,

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by post, shall seal the envelope and send the cover by Registered Post superscribed as “Tender for slaughter tapping and removal of rubber trees” so as to reach this office on or before prescribed date and time. Tenders received after the stipulated date and time will not be considered. Auction will be conducted as indicated in Table –A and tender will be opened on completion of Auction by the Divisional Manager or any Officer authorized by the Managing Director in the presence of bidder/tenderers.

3) The rate should be quoted per tree basis including all related costs viz. cost of latex and scrap, felling & removal charges, etc. Separate tender should be submitted for each bit/coupe as per tender notification schedule in Annexure-I along with EMD in separate tender schedule.

4) The cost of tender schedule will not be refunded at any cause.

5) The Solvency certificate as per the Annexure - I should be enclosed along with the Tender schedule. The solvency certificates should have been issued by the Tashildar at least six months within the date of Auction cum Tender. If the Tender schedules are not attached with valid Solvency certificate the entire tender / sale value should be remitted in the form of Demand Draft drawn in favour of Arasu Rubber Corporation payable at Nagercoil at the time of Auction/Tender. If a contractor has solvency for lesser value, the difference in amount may be remitted as Demand Draft drawn in favour of “Arasu Rubber Corporation Limited” at the time of Auction/Tender. The tenderer who have neither produced the solvency to the extent given in the annexure nor remitted the difference amount by Demand Draft will not be allowed to participate in the Auction/Tender.

6) The total No. of trees shown in the annexure-I are inclusive of standing trees of various girth class and broken trees if any. The tenderer if wants, should inspect at his own risk and expenses the Coupes and satisfy himself regarding the numbers, condition, quality etc. of trees before quoting the rate. No dispute will be entertained after submitting the tender documents. The decision of the Managing Director will be final in all cases.

7) Tender offers submitted in any other mode other than as mentioned above will be rejected.

8) The post sale offer after opening of tender/auction will be considered by the Managing Director, Arasu Rubber Corporation Limited subject to the following conditions.

i) The contractor shall submit a written unconditional application to the Managing Director, Arasu Rubber Corporation Limited within three days of auction / tender along with a Demand Draft for value exceeding additional 15% of the amount already offered for the Coupe in the name of Managing Director, Arasu Rubber Corporation Limited. If the total value is not enclosed offer will be rejected. Further the post sale offer cash payment/cheque will not be accepted. All the post sale offer should be sent to Managing Director, Arasu Rubber Corporation Limited only.

ii) Three days shall be reckoned three working days (excluding holidays) from the date of tender/auction. The post sale offer should be given on the Corporation working day only.

iii) The Managing Director reserves the right for himself for taking decision on the Tender/auction without waiting for post sale offer. The right cannot be stopped by any contractor. The decision of the Managing Director is final on this and the contractor are bound by the decision of the Managing Director.

iv) The post sale offer will be entertained only one time for the sale. As per the rule mentioned in para (ii) the post sale offer should be given within three days from the date of tender/auction. The post sale offer given within 3 days will be brought to Public auction. In the auction all contractor including the highest bidder of previous tender/auction and the post sale offerer can participate. The highest offer received in the public auction alone will be taken for confirmation of post sale offer, after this public auction will not be accepted at any cost.

9) Participants who intend to tender/bid on behalf of another firm/person should be a holder of duly executed specific Power of Attorney on a stamp of requisite value in his favour authorizing him to do so.

10) Tender submitted jointly by more than one person shall not be accepted unless such persons are members of a Registered company or Firm, and the tender submitted is on behalf of such company/firm.

11) Tenders/Bids from persons who are black listed, convicted or who are minors or who have failed to pay Government dues or who are insolvent will not be accepted.

12) All correction/additions/alterations in the tender schedule should be attested with full signature.

: 4 :

13) The address for communication should be mentioned clearly along with contact phone numbers.

14) The Managing Director, Arasu Rubber Corporation has the discretionary powers to relax any of the condition (s) in the interest of the Corporation.

15) The sale value should be remitted by the successful Contractor/bidder by Demand Draft Payable in favour of “Arasu Rubber Corporation Limited at Nagercoil in three installments as tabulated below:

Table – B

S. No.	Installment	Percentage to be remitted in Total sale value	Time stipulated for remittance of each installment
1	First (1/3 rd of Trees)	40	On or before 15 th day of receipt of confirmation order.
2	Second (1/3 rd of Trees)	30	On or before 30 th day from the date of remittance of First installment
3	Third (1/3 rd of Trees)	30	On or before 30 th day from the date of remittance of second installment.

For belated payment the successful bidder should pay a penal interest of 12% of the sale value amount for every delayed day.

16) The entire work should be completed and the area should be handed over back to Arasu Rubber Corporation within five months from the date of execution of agreement.

17) The successful tenderer will allow to continue the work only after remittance of money as in table B above.

18) The Contractor/tenderer/bidder shall pay the Income Tax/GST any other levies for the value of latex, scrap and rubber wood to the Corporation along with payment of each installment. In turn the Corporation will remit the entire amount collected towards IT/GST/any other levies to the concerned authorities.

19) The successful tenderer/bidder should execute an agreement in sufficient stamp paper within five days of remittance of the first installment of sale value to Arasu Rubber Corporation Limited. The agreement will be valid for five months from the date of execution of agreement.

20) The E.M.D of successful tenderer/bidder will be retained as security Deposit until completion of work and E.M.D of unsuccessful bidders will be returned.

21) The Managing Director of Arasu Rubber Corporation has discretion to accept or reject all or any offers received in the auction cum tender without citing any reason whatsoever. The auction and tender may also be cancelled at any time before the issue of confirmation order by the Managing Director of Arasu Rubber Corporation Limited at his discretion without citing any reason (s).

22) During the contract period the Corporation will not entertain any complaint of loss or damage on account of strike, flood, fire, earthquake, lightning, thunder, theft, pilferage or other natural calamities etc. to those for which order has been issued. The Corporation will not be liable for any compensation for loss or damage as stated above to the contractors/bidders on the life and property of their workers at any time/place during execution of work.

23) The Managing Director or any officer authorized by him has the right to inspect the field under contract during the contract period. They will further have the right to check the slaughter tapping and check the felling, loading and transport of rubber trees at any time at any place and under all circumstances.

24) The successful tenderer/bidder should ensure that there should not be any loss or damage, theft pilferage etc. to the latex, scrap, tree lace, cup lump or any other properties of Arasu Rubber Corporation in non-contracted areas under any circumstances if any complaint, theft, pilferage, etc. is proved the entire contract will be cancelled and the EMD along with the remitted amount will be forfeited and in addition appropriate legal action will be initiated by Arasu Rubber Corporation.

25) There should not be any obstruction from the contractors or their workers etc. for carrying out the normal duties of Arasu Rubber Corporation staff and workers.

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26) Rubber seeds collected in the areas of felling of trees belong to the Corporation only.

27) No permanent construction/roads should be erected/formed in the contracted area. Temporary sheds can be fixed by the contractor after obtaining necessary written permission from the Divisional Manager by paying required fee and this temporary sheds have to be removed by the Contractor/bidder at his expenses after the contract period is over.

28) The felled Rubber trees or latex or scrap etc. shall be transported through Arasu Rubber Corporation area between 6 A.M. to 6 P.M. only during the working days. Slaughter tapping, felling or any work will not be allowed on any holidays.

29) The acceptance or rejection of tender will be at the discretion of the Managing Director only. If the contractor disobey any of the instructions on this, the Managing Director has the discretion to cancel the contract and to conduct retender at their risk in addition to the forfeiture of Security Deposit and value already paid.

30) The loss if any sustained to Arasu Rubber Corporation on account of violation of terms and conditions, the contractor will be liable to reimburse to Arasu Rubber Corporation the amount fixed by the Managing Director at his discretion.

31) The tenderer/bidder should not employ any worker/staff who are permanently employed by the Corporation.

32) During the contract period and at the time of carrying out the work if any accident, damage, etc. happens to the workers, agent or anybody employed by the Contractor, the contractor will be solely held responsible.

33) The Court in Nagercoil alone will have jurisdiction to deal with the legal disputes pertaining to this contract.

34) After completion of contract, the contractor shall obtain a certificate for completion of the work from the concerned Divisional Manager, after this only the release of Security Deposit will be considered.

35) The change in condition or introducing new conditions over and above the existing condition relevant to the auction cum tender will be informed to the tenderer at the time of opening tender or at the time of confirmation of auction which they shall have to adhere to.

36) Necessary permit will be given by the Competent authority to the contractor for the transport of latex from the area. The permit will be in triplicate. One copy should be given by the contractor for transport of latex. Original copy of the permit should be sent to the concerned Divisional Manager. The permit will be supplied by Arasu Rubber Corporation and the cost will be recovered from the contractor. The unused permits should be surrendered immediately to the Arasu Rubber Corporation after the operations are over.

37) Similarly necessary permit will be given by the Competent authority to the contractor or his authorized agent for transport of rubber wood from the Arasu Rubber Corporation area as mentioned above. The unused permits should be surrendered immediately to the Arasu Rubber Corporation after the operation are over.

38) The Contractor may take transport of the rubber wood either in person or he may authorize his agent in writing to do so. The person authorized by the contractor shall be considered as duly a credited agent of the contractor. The specimen signature of the authorized agent will be communicated to the concerned for identification etc.

39) The contractor should furnish the names of his workers who will be engaged by him with their fathers or husband's name with age and their permanent addresses to Arasu Rubber Corporation well in advance to prevent the entry of unauthorized persons into the area.

40) The contractor should do slaughter tapping/felling in the earmarked area only. Any breach of condition will result in termination of contract.

41) The contractors are allowed to fell only the contracted rubber trees. Any other trees, viz. boundary trees, teak trees and trees of any other species should not be felled under any circumstances. If any such irregularities are noticed the contract will be terminated spontaneously without notice and further action will be proceeded as deemed fit.

42) The Coupes are being sold for the purpose of replanting. Hence any delay on the part of the tenderer/bidder to clear fell and transport the trees beyond the time limit will not be accepted. Therefore no extension of time beyond the Contract period shall be granted in the normal course except under the circumstances that are proved to be beyond the control of the tenderer/bidder. The Managing Director may at his discretion grant extension of time to a reasonable extent after satisfying himself about the bonafide of the circumstances with fine.

43) The tenderer/bidder shall take precautions not to damage or obstruct the telegraph, telephone or electric lines and posts during the contract period.

44) The Contractor hereby does bind himself to perform every duty and act expressed in the conditions of the tender notice. In the case of any act or omission on the part of the contractor, his employees and agent, which amount to a breach of the said conditions, the successful tenderers shall have to pay on demand, by the Managing Director a penalty at the discretion of the Managing Director.

45) The trees marked to indicate the boundary of the coupes should be kept intact till the clearance of other standing marked rubber trees in the allotted coupe and inspection of the coupe by the Divisional Manager concerned/any other official of the Corporation. They should be felled and removed only after getting permission from the Divisional Manager concerned.

46) The Corporation will tap the trees till the contractor starts the work.

47) The tenderers/bidders shall not be permitted to do any other work apart from slaughter tapping/felling and removal of rubber trees.

48) The highest bidder /tenderer will not be allowed to enter the field after 30th day of receipt of work order if they don't remit 2nd Installment of 30%. The contractor will not be allowed to enter the field after 45th day of receipt of confirmation order if they don't remit the third installment of 30% of sale value as stated above.

49) The Corporation will not provide men or materials for the slaughter tapping and felling of the trees. All the presently available cup hangers, spouts coconut shells and other materials will be taken over by the Corporation and it cannot be given to the contractor.

50) Felled Rubber trees can be sold subject to the rules and regulations of Rubber Board and the Government.

51) If the contractor fails to make payment or fails to do slaughter tapping and felling of the trees and removal as per the tender and agreement conditions and as per the conditions fixed by the Managing Director the contract will be cancelled and the E.M.D will be forfeited. Further a retender will be conducted at the risk and responsibility of the defaulted contractor/bidder and the loss if any will have to be recovered from the defaulted contractor.

The contractor shall not claim for the profit if any received on account of such retender by the Arsu Rubber Corporation.

52) The Boundary trees, Teak trees and miscellaneous trees other than Rubber trees will be ring marked. The contractors are not allowed to fell these trees and if any felling is noticed their contract will be terminated. The contractor is responsible for any illicit felling, pilferage of Forest Produce within one hundred metres from the boundary/Periphery of each bit/Coupe as shown in Annexure – I.

53) Rubber firewood should be stacked in suitable and convenient sizes of stacks enabling the Arasu Rubber Corporation staff to check measure the same easily.

54) The contractor should give/render the accounts before 10th of every month regarding the quantity of Rubber timber and Rubber firewood removed/transported by him from the coupe as well as the quantity of rubber latex transported from the area without fail under the cover of permit.

55) The contractor should handover the area back to Arasu Rubber Corporation in good condition after all the operations are over in the coupe.

56) In case of strike, agitations, lockouts or other factors beyond the control of the Corporations, the sale shall either be cancelled or the period for payment of money and for removal of the materials the Voidah shall be extended proportionately. The tenderer shall not fell the marked rubber trees as reserved to the Corporation.

57) During peak rainy season in the respective zones felling work should not done. This will be specified depending on the rainy season and intensity of rain.

58) The contractor shall be present in the contract area during the currency of the contract. In case he is unable to be present he may appoint an agent approved by the Managing Director provided the contractor shall furnish a power of Attorney on a stamped paper of required value, in his favour to represent him on his behalf to do any act which he was undertaken to do under the terms of the agreement. He or his authorized agent shall remain present in the contract area throughout the contract period. Working in the contract area shall not be allowed in the absence of the contractor or his approved agent.

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59) No materials shall be removed from contract area unless it is covered by a transit pass, issued in accordance with Forest Act and shall be stamped, where such stamping is needed as per the rules in force, with the registered property mark of the contractor. The property mark shall be got registered with competitive authority before making use of it, on payment of the prescribed Registration fees. The above mentioned mark shall abide by the transit rules in force in the respective states through or to which the forest produce is sought to be exported.

60) The tenderers/Bidders shall not be permitted to do any agricultural works during the contract period in the plantation area.

61) Should any dispute arise either in the working of the rubber plantations or with regard to the interpretations of the terms and conditions, the decision of the Managing Director, Arasu Rubber Corporation Limited, Nagercoil shall be final and binding on tenderer.

62) The Purchaser shall at all times abide by the provisions contained in the Tamil Nadu Forest Act and the rules and modification thereon.

63) The Contractor shall be responsible for the damages caused to the Arasu Rubber Corporation Roads and buildings and other allied Corporation materials etc. under the Jurisdiction of Arasu Rubber Corporation Limited.

64) The Contractor shall at all times abide by the provisions contained in the Tamil Nadu Forest Act and the rules in force along with any further amendment rule.

65) Any infringement of tender notice conditions and provisions of Tamil Nadu Forest Act, and the rules as amended from time to time will entail cancellation of sale, termination of agreement and forfeitures of amounts paid already.

66) The Managing Director (or) any officer authorized by him will announce change if any, in the auction cum tender conditions at the time of auction and tender, which cannot be questioned in any Court.

67) The Registered Contractors of Arasu Rubber Corporation Limited those who are willing to purchase tender schedules through online, the cost of tender schedule +12% G.S.T as indicated in Annexure – I should be remitted in the form of Demand Draft drawn in favour of Arasu Rubber Corporation payable at Nagercoil (or) cash on or before submission of tender documents. Tender schedule can be down loaded in our website www.arasurubber.tn.nic.in

For Arasu Rubber Corporation Ltd,Ī

Sd/-Nihar Ranjan

For Managing Director.

