

**THE MYSORE PAPER MILLS LIMITED,
MATERIALS DIVISION,
PAPER TOWN, BHADRAVATI – 577302
INDIA**

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GLOBAL TENDER

TENDER NOTIFICATION NO: 1605-11/FMT/PRC Dated 29.12.2011

**TENDER DOCUMENT FOR
SUPPLY OF
THERMO MECHANICAL PULP (TMP)**

DUE ON 19.01.2012 @ 3.00 PM.

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**THE MYSORE PAPER MILLS LIMITED,
MATERIALS DIVISION, BHADRAVATHI.**

Tender for

Supply of 1500 ADMT THERMO MECHANICAL PULP (TMP)

TENDER NOTIFICATION NO: 1605-11/FMT/PRC DATED 29.12.2011

Company's Name	The Mysore Paper Mills Limited, Paper Town, Bhadravathi.
Purpose of this Tender	As per "Karnataka Transparency in Public Procurement Act 2000"
Tender reference	1605-11/FMT/PRC Dated 29.12.2011
Date & time of commencement of sale / downloading of tender document	30.12.2011 from 10.00 AM
Last date and time for uploading of filled tenders (Both Part-I & Part-II)	19.01.2012 UPTO 3.00 PM.
Time & date of opening of Tender (Part-I)	21.01.2012 AT 3.30 PM.
Date and time for e-reverse auction, if conducted by MPM	Will be informed subsequently
Time & date of opening of Price bid (Part-II)	Will be informed subsequently.
Place of opening of part- I of tender	The Mysore Paper Mills Limited, Bhadravati-577 302.
Address for communication	Dy. General Manager (Projects & Materials) The Mysore Paper Mills Limited, Bhadravati-577 302.

TENDER FOR
THE SUPPLY OF 1500 ADMT THERMO MECHANICAL PULP (TMP)
SECTION I. INVITATION FOR TENDERS (IFT)

DATE : **29.12.2011.**
IFT NO : **1605-11/FMT/PRC**

1. The Mysore Paper Mills Limited, Bhadravati-577302, Karnataka State (Purchaser) invites tenders in two parts (Part-I Technical bid and part-II Price bid) from eligible tenderers for the supply of the goods listed below:

Supply of 1500 ADMT THERMO MECHANICAL PULP (TMP)

2. Tender documents (and additional copies) may be downloaded from e-procurement portal www.eproc.karnataka.gov.in from 30.12.2011 to 19.01.2012 up to 03.00 PM, for a non-refundable tender processing fee as per e-portal. Interested tenderers may obtain further information at the same address. The Mysore Paper Mills Ltd., Bhadravati-577302, Karnataka State will not be held responsible for delay if any in submitting the offer with in the scheduled time.
3. Tenders must be accompanied by Bid security / Earnest Money Deposit, of Rs.25000.00 will have to be in any one of the option specified in the e-portal such as Credit card, direct debit, NEFT and OTC challan. The EMD shall have to be valid for 45 days beyond the validity of the tender
OR
Rs.5,000/- in e-portal by way of Credit card, direct debit, NEFT and OTC challan and balance amount by way of Bank Guarantee as per the format enclosed as Annexure. The Bank Guarantee shall have to be valid for 45 days beyond the validity of the tender. Tenderer should upload the scanned copy of Bank Guarantee along with the offer and ensure that the original Bank Guarantee should reach MPM on or before the due date fixed for submission of Tender. MPM is not responsible for any delay in transit etc.
4. Tenders must be uploaded on or before 03.00 PM on 19.01.2012 and Part I – will be opened on 21.01.2012 at 03.30 PM. The price part (Part- II) of qualified tenders whose part – I is accepted will be informed to the tenderers and opened at a later date.
5. MPM reserves the right to call for e-reverse auction. If MPM desires e-reverse auction, MPM shall furnish the date and time of e-reverse auction to the tenderers whose Part-1 of the tender is accepted and such tenderers are requested to participate in the e-reverse auction. E-reverse auction is not compulsory.
6. The price bid of tenderers whose part-I is accepted will be opened on a scheduled date and time which will be informed to the tenderers subsequently. In case e-reverse auction is adopted, the price bid will be opened subsequent to e-reverse auction. MPM will select the supplier from among the lowest of Tenderer out of e-reverse auction and / or price bid, whose Part-I offer is accepted.
7. Others details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS
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PART-1

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SECTION II: INSTRUCTION TO TENDERERS

A. INTRODUCTION

1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Mysore Paper Mills Ltd., Bhadravati hereinafter referred to as “ the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender documents:

- 3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - a) Instruction to Tenderers (ITT);
 - b) General Conditions of contract (GCC);
 - c) Special Conditions of Contract (SCC);
 - d) Schedule of Requirements;
 - e) Technical specifications;
 - f) Tender Form and Price Schedules;
 - g) Earnest Money Deposit Form;
 - h) Contract Form;
 - i) Performance Security Form;
 - j) Performance Statement Form;
 - k) Manufacturer’s Authorization Form; and
 - l) Equipment and Quality Control Form.
- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the documents or submission of tender not substantially responsive to the tender documents in every respect will be at the Tenderer’s risk and may result in rejection of its tender.

4. Clarification of Tender Documents:

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents, which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenders which have received the tender documents.

5. Amendment of Tender documents:

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenders who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purpose of interpretation of the tender, the transaction shall govern.

7. Documents constituting the Tender

- 7.1 The tender prepared by the Tenderer shall comprise the following components:
- a) a Tender Form and a Price Schedule completed in accordance with ITT Clauses 8,9 & 10;
 - b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer

are eligible goods and services and conform to the tender documents;
and

d) Earnest money deposit in accordance with ITT Clause 13.

8. Tender form

8.1 The Tenderer shall complete the Tender form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods their country of origin, quantity and prices.

9. Tender Prices:

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenders are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods, quoted (ex - works, ex - factory, ex - showroom, ex - warehouse, or off – the - shelf, as applicable), including all duties and sales and other taxes already paid or payable.

a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) the price of other incidental services listed in Clause 4 of the special conditions of contract.

9.3 The tenderers separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A

tender submitted with an adjustable price quotation will be treated as non-respective and rejected, pursuant of ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications:

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction.

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods 'Manufacturer or producer to supply the goods in India. (Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer are for the same items of the schedule in the tender will be treated as non-responsive.)

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information.

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three / five and details of current contracts in hand and other commitments (suggested Performa given in Section XII);

12. Documents Establishing Goods' Eligibility and Conformity to Tender documents.

12.1 Pursuant to ITT clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods:
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser, and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT clause 12.2 (C) above, the Tenderer shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive the Tenderer may substitute alternative standards, brand names and / or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalent to these designated in the Technical Specifications.

13. Earnest Money Deposit:

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

- (a) at the Tenderer's option, be in the form of either a certified check, pay order letter of credit, a demand draft, or a bank guarantee from a Nationalized/ Scheduled Bank located in India or specified small savings instruments;
- (b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
- (d) be submitted in its original form copies will not be accepted; and

- (e) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract pursuant to ITT Clause 30, and furnishing the performance Security Deposit, pursuant to ITT Clause 31.
- 13.7 The tender security may be forfeited:
 - (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 30; or
 - (ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders:

- 14.1 Tenders shall remain valid for **90** days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. The Purchaser as non -responsive shall reject a tender valid for a shorter period.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender:

- 15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern.

- 15.2 The Original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The latter authorization shall be indicated by written power - of – attorney accompanying the tender. Person or persons signing the tender shall initiate all pages of the tender, except for unamended printed literature.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the tender initiate them.
- 15.4 Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contact.

D. Submission Of Tenders

16. Sealing and Marking of Tenders.

- 16.1 The Tenderers shall seal the original and each copy of the tender in separate inner envelopes, duly marking the envelopes as “Original” and “Copy”. He shall then place all the inner envelopes in an outer envelope.
- 16.2 The inner and outer envelopes shall
- (a) be addressed to the Purchaser at the following address:
- Dy. General Manager (Projects & Materials),
The Mysore Paper Mills Limited,
Paper Town, Bhadravati-577302.
Karnataka State, India.
- (b) bear the Material Name, the Invitation for Tenders (IFT) title and number and a statement “Do not open before 3.30 PM on 21.01.2012”.
- 16.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 16.4 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Purchaser will assume no responsibility for the tender’s misplacement or premature opening.
- 16.5 Telex, cable or facsimile tenders will be rejected.

17. Deadline for submission of tenders:

- 17.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 16.2 (a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended,

18. Late Tenders:

Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected and/ or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of tender during this interval may result the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening And Evaluation Of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open all tenders, in the presence of Tenderers representatives who choose to attend at 15.30 hours on 19.01.2012 and in the following location:

Dy. Gen. Manager (Projects & Materials),
The Mysore Paper Mills Limited,
Paper Town, Bhadravati-577302.
Karnataka State, India.

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

- 20.2 The Tenderers' names, tender modifications or withdrawals tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders. Which shall be returned unopened to the Tenderer pursuant to ITT Clause 18.
- 20.3 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation irrespective of the circumstances.
- 20.4 The Purchaser will prepare minutes of the tender opening.

21.0 Clarification of Tenders

- 21.1 During evaluation of tenders the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination.

- 22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
- 22.2 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures. The lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- 22.4 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 22.5 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender

documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.6 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23 Evaluation and Comparison of Tenders.

23.1 The Purchaser will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost or the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) Delivery schedule offered in the tender;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) The cost of components, mandatory spare parts and service.
- (e) The availability in India of Spare parts and after-sales services for the goods / equipment offered in the tender;

- (f) The projected operating and maintenance costs during the life the equipment; and
- (g) The performance and productivity of the equipment offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- a) Inland Transportation, Insurance and Incidentals:
 - (i) Inland transportation insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

- b) Delivery schedule:

The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond...³ months of stipulated delivery period will be treated as unresponsive.

- c) Deviation in Payment Schedule:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 14 percent per annum

- d) Cost of spare parts:

- (i) Appendix.... To the Technical specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial ... year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

- ii) the Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial --- year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

- iii) The Purchaser will estimate the cost of spare parts usage in the initial two year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser of other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) Spare Parts and After Sales Service Facilities in India:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Operating and Maintenance costs:

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

- (i) fuel costs shall be based on ... kms/hours of operation per year for ... years at a fuel price of Rs.;
- ii) Spare parts costs shall be based on Kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to ... of the Technical specifications or based on past actual figures for similar equipment already in use with the Purchaser; and
- iii) all future costs will be discounted to present value at a discount factor of 10 percent.

g) Performance and Productivity of the Equipment:

- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs. will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR
- (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24 Contacting the Purchaser:

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time

the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

- 24.2** Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award result in rejection of the Tenderer's tender.

F - Award of Contract

25 Post qualification:

- 25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2(b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26 Award Criteria

- 26.1 Subject to ITT Clause 28, the Purchaser will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27 Purchaser's right to vary Quantities at Time of Award

- 27.1 The Purchaser reserves the right at the time of contract award to increase or decrease by up to 25% of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28 Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders.

- 28.1 The Purchaser reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29 Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30 Signing of Contract.

- 30.1 At the same time as the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 21 days of receipt of the Contract form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31 Performance Security.

- 31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

- 32.1 The Government requires that Tenderers /Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question.

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 4.4 and Sub-Clause 23.1 of the General Conditions of contract.

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to tenderers (ITT). Wherever there is a conflict, the provisions herein shall prevail over those in ITT.

Introduction	
Clause	Listed Information
ITT 1.3	Add new clause as follows: "1.3 As a matter of Policy, the Mysore paper Mills Ltd., shall not consider any tender from the tenderer, if dispute / litigation initiated by or against MPM on the one hand and tenderer or their agent on the other hand is pending in any court / forum. The decision on the same by MPM is final and it is at the absolute discretion of MPM."
ITT 3.1	Sub-Clause 3.1 a) shall be read as "Instruction to Tender (ITT) and Bid Data Sheet" Delete: "Earnest Money Deposit Form".
ITT 4.1	For the words : "Telex or cable or fax: Read as: "Cable or fax or e-mail
C- Preparation of Tenders	
ITT 9.2 (I), (ii) and (iii)	Prices of the goods quoted shall be on CIF New Mangalore Port basis inclusive of a. all statutory levies at the country of manufacture and supply. b. Carriage freight and insurance up to New Mangalore Port c. Third party inspection charges from SGS/Bureau Varitas Any statutory levy in India, C&F Agency charges and transportation from Port to MPM site shall be arrange by purchaser at purchaser cost.
ITT 9.2 (iv)	For the word "incidental services listed in Clause 4 of the Special conditions of contract" Read as "incidental services listed in Clause 7 of the Special conditions of contract".
ITT 9.3	Deleted
ITT 9.4	The first sentence under this clause shall get replaced by "The CIF price quoted by Tenderer shall be fixed during the Tenderers performance of the contract and not subject to variation on any account.
ITT 10	Tender Currency: Price shall be quoted on U S Dollars or any other currency.
ITT 11.2	Delete the following at the end of Sub-clause 11.2.a. "(Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer are for the same items of the schedule in the tender will be treated as non-responsive.)".
ITT 11.2	This clause applies for supply of THERMO MECHANICAL PULP (TMP)

a.	covered in this tender.
ITT 11.2 b. ii	For the words “ Past three / five years” Read as “ Past five years” For the words “ Equipment” Read as “ Pulp”
ITT 13.3 a) and b)	Replace the same with the following: Earnest Money Deposit, will have to be paid through e- portal in any one of the option specified such as Credit card, direct debit, NEFT and OTC challan.
ITT 14.1	This clause is revised as follows: “Tenders shall remain valid for 30 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. The Purchaser as non -responsive shall reject a tender valid for a shorter period”.
ITT 15	Format and Signing of Tender: The tender will have to be uploaded and signed on e-procurement portal only.
Submission of Tenders	
ITT 16.1	Add the following at the end of this sub-clause: ”The Tenderer shall submit his bid in two parts as below: Part-1 : Part-1 will contain the Bid Security, qualification requirement, General and Special conditions of contract, Schedule of Requirements, Technical specifications, Tender form, Earnest Money Deposit, Performance Statement for last 5 years, Contract form, Manufacturer’s Authorization Form, Equipment and Quality Control Form (without Price). Part-II: Part-II will contain only the Price schedule. The Part-I & Part – II of the tender will be opened on the scheduled date and time. The tender will have to be uploaded and signed on e-procurement portal only.
ITT 16.2 to 16.5	Stands deleted.
ITT 17.1	Delete last sentence which reads as: “In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to the appointed time on the next working day.”
ITT 19.1 and 19.2	Modification and withdrawal: Since this is e-tender through e-portal, the norms of e-portal are applicable for any modification and withdrawal of offers.
ITT 20	Opening of the tenders by the Purchaser: Since this is e-tender, the tenderers may view required documents in e-portal once the offers are opened. The opening of Part-1 of the tender is scheduled at 3.30 pm on 21.01.2012.
ITT 22.1.1	Deleted
ITT 22.4	The third sentence in the para shall be read as “Deviations from or objections or reservations to critical provisions such as those concerning), Warranty (GCC Clause 14), Prices (GCC Clause 16), Liquidated damages (GCC Clause 22.1), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable Law (GCC Clause 30) and Technical Specifications will be deemed to be material deviation.”

ITT 23.1	<p>Add in the beginning:</p> <p>Purchaser will evaluate the tenders with regard to the pre-qualification requirement indicated in the tender. The offers of tenderers who meet the pre-qualification requirement will be considered for evaluation of remaining part of Part-I of the tender. The offers whose Part-I is accepted will be informed and price bid opened.</p>
ITT 23.2	Deleted.
ITT 23.3	<p>Replace this clause with the following:</p> <p>The tenderers are advised to offer best possible lowest rate. Contract will be awarded to the lowest evaluated pre-qualified tenderer. In case the lowest evaluated price offered appears to be on higher side considering the prevailing market conditions, the Purchaser has the option to counter offer or cancel the tender and make re-tender.</p> <p>For the purpose of comparison with tenderers to arrive at the lowest tenderer, the price quoted for 100% payment against LC at sight will be considered. The lowest among the quoted price (Part-II of the tender) will be considered for evaluation. The alternative prices such as payment at 90 days credit / 180 days credit or the fixed rate of interest for 90 / 180 days is only for reference.</p> <ul style="list-style-type: none"> a) In case the quoted prices from all the tenderers is on the same base, for example all tenderers quoted for CIF Chennai Port in container, then the quoted price will be converted to Indian Rupees by considering the exchange rate prevailed as on due date for submission of tender and compared, and b) In case there is any difference in applicability of customs duty etc. among the pulp quoted by tenderers,[for ex. For Asian pulp basic CD is 3% while for others it is 5%] then such differential customs duty will be added to the price and compared and c) In case there is deviation in price basis quoted by the tenderers [ex: some on CIF Chennai some on CIF Mangalore, some on container and some on break bulk etc.] and subject to acceptance of such deviations in the price basis by the Purchaser, the quoted prices will be converted to Indian Rupees based on the exchange rate prevailing on due date for submission of tender, and loaded with the estimated cost involved in getting the pulp at Mills site [such as Customs duty, C & F charges, transportation to Mills site etc.] and the landed cost at Mills site will be compared.
ITT 23.4	Deleted
Award of Contract	
ITT 25.3	<p>This clause gets revised as follows:</p> <p>“An affirmative determination will be prerequisite for award of the Contract to the tenderer. A negative determination will result in rejection of the Tenderers tender. The Purchaser will proceed with opening of price bid – Part-II of only the tenderers who meets the qualification criteria as per section VII and whose Part-I of the tender is accepted by the Purchaser.</p>

ITT 26.1	This clause gets revised as follows: “Subject to ITT clause 28, the Purchaser will award the Contract to the Lowest evaluated tenderer) whose Part-I of the tender is accepted by Purchaser. Provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. Purchaser, in view of this being a production oriented item requiring continuous flow of material, reserves the right to split the order and release order more than one tenderer”.
ITT 29.3	This clause is revised as follows: “Upon successful Tenderer’s furnishing the Order/Contract acceptance, the purchaser will promptly notify the name of the winning tenderer to each unsuccessful tenderer and will discharge his EMD pursuant to ITT clause 13.0”.
ITT 30.1	This clause is revised as follows: “At the same time as the purchaser notify the successful tenderer that its tender has been accepted, the purchaser will send the tenderer the contracts form provided in the tender document or purchase order, incorporating all agreements between the parties”.
ITT 30.2	This clause is revised as follows: “Within seven days of receipt of contract form / purchaser order, the successful tenderer shall forward the order acceptance”.
ITT 31.1.	This clause is revised as follows : “The supplier has to furnish Bank guarantee or Standby LC equal to 10% of the total consignment value toward satisfactory performance of the contract, within 15 days from the date of order valid for 3 months from the date of supply / bill of lading. In case of any delay in Purchaser getting the performance Security Bank Guarantee / Standby LC, leading to delay in clearance of the document from bank, the demurrages if any incurred by MPM on account of this, such demurrages shall be to suppliers account. The bank Guarantee or Standby LC will be returned to the Beneficiary only after the complete satisfactory execution of the order. For any breach or violation of terms and conditions including sub-standard material, the Bank Guarantee or standby LC is liable to forfeiture. Only after receipt of Bank Guarantee or Standby LC the value of LC will be released to the supplier. Copy of request letter to bank for issuance of Standby LC to be submitted with original documents.

Dy. General Manager (Projects & Materials)

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
- b) "the Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all the equipment, machinery, and /or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
- d) "Services" means ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "SCC" means the Special conditions of contract.
- g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- h) "The Purchaser's country" is the country named in SCC.
- i) "The Supplier" means the individual or firm supplying the goods and Services under this Contract.
- j) "The Government" means the Government of Karnataka State.
- k) "The Project Site", where applicable, means the place or place named in SCC.
- l) "Day" means calendar day.
- m) "Cable" shall include telegram and e-mail.

2. Application

2.1 These General conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. Standards.

3.1 The Goods supplied under the this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) A Bank Guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - b) A cashier's check or Banker's certified check or crossed demand draft or pay order drawn in favour of the Purchaser; or
 - c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the

Supplier's performance obligations, including any Warranty obligations, under the Contract.

- 6.5 In the event of any contract amendment, the Supplier shall within 20 days of receipt of such amendment, furnish the amendment to the performance security to the completion of the Supplier's performance obligations including Warranty obligations.

7. Inspection and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to conform their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontract(s), at point of delivery and / or at the goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothings in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this Contract.
- 7.6 Manuals & Drawings:
- 7.6.1 Before the goods and equipment are taken over by the Purchaser, the supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

- 8.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and

precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transits.

- 8.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint / indelible ink the following:
- i) Material ii) Contract No. iii) Supplier's Name and iv) Packing List Reference number.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1 The goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse"(final destination) on "All Risks" basis including War risks and Strikes.

11. Transportation

- 11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the contract, shall be arranged by the suppliers, and the related cost shall be included in the contract Price.

12. Incidental Services

- 12.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of the on-site assembly and /or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and or maintenance of the supplied Goods;
 - c. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - d. performance or supervision or maintenance and /or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract; and

- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13. Spare Parts

- 13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

- 14.1 The Supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for..... hours of operation or 12 months after the Goods or any portion thereof as the case may be have been delivered to and accepted at the final destination indicated in the contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either.
- a) make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expenses and to carry out further performance tests in accordance with SCC clause 2; OR

- b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical specifications.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising this warranty.
- 14.4 Upon receipt of such notice, the supplier shall, within the period of 30 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts / goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the supplier, having been notified, fails to remedy the defect(s) within 30 days, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in the SCC
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered and the Services performed, and by documents, submitted pursuant to GCC clause 9 and upon fulfillment of other obligations stipulated in the contract.
- 15.3 The Supplier shall make promptly by the Purchaser but in no case payments later than sixty (60) days after submission of the invoice or claim.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

- 16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change orders

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b) the method of shipping or packing;
 - c) the place of delivery; and / or
 - d) the Services to be provided by the supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the contract Price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modifications of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or, later, shall not relieve the Supplier from any liability or obligation under the contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the supplier fails to delivery any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract

Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21 or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall use all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or after any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective

26.2 The Goods that are complete and ready for shipment within 30 days after the Purchaser shall accept the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and /or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising from or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- a) the Supplier shall not be liable to the Purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use,

loss of production, or loss of profits or interest costs, provided that this execution shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

- 29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which the parties exchange, shall be written in the same language.

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with the laws of the Union of India.

31 Notices

- 31.1 Any notice given by one party to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

32 Taxes and Duties

- 32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

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SECTION IV : SPECIAL CONDITIONS CONTRACT

SPECIAL CONDITION OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The corresponding clause number of the General conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

Clause 1.1 a) shall get revise as follows:

“The Contract” means the agreement entered in to between the purchaser and the supplier, as recorded in the contract form signed by the parties including all the attachments and appendices thereto and all documents incorporated by reference therein / purchase order released by the purchaser duly acknowledge by the supplier”.

g) The Purchaser is The Mysore Paper Mills Ltd., Bhadravati - 577302, Karnataka.

h) The supplier is.....

i) Purchaser’s country is India.

j) Project site is “The Mysore Paper Mills Ltd., Paper Town, Bhadravati - 577302, Karnataka.”

2. Patent Rights (GCC Clause 6)

Add at the end:

“In the event of any claim asserted by a third of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any thereof in the Purchaser’s country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if its is made, without delay.”

3. Performance Security (GCC Clause 6)

The clause shall read as follows :

“The supplier has to furnish Bank guarantee or Standby LC equal to 10% of the total consignment value toward satisfactory performance of the contract, within 15 days from the date of order valid for 3 months from the date of supply / bill of lading. In case of any delay in Purchaser getting the performance Security Bank Guarantee / Standby LC, leading to delay in clearance of the document from bank, the demurrages if any incurred by MPM on account of this, such demurrages shall be to suppliers account. The bank Guarantee or Standby LC will be returned to the Beneficiary only after the complete satisfactory execution of the order. For any breach or violation of terms and conditions including sub-standard material, the Bank Guarantee or standby LC is liable to forfeiture. Only after production of Bank Guarantee or

Standby LC the value of LC will be released to the supplier. Copy of request letter to bank for issuance of Standby LC to be submitted with original documents.

The performance security shall be denominated in USD shall be in one of the following forms:

A Bank Guarantee or irrevocable Letter of Credit, issued by Suppliers bank / a nationalized / scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser, or

Crossed demand draft or pay order drawn in favour of the Purchaser.

The Performance Security will be discharged by the Purchaser and returned to the supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including supplied pulp meeting the specifications as tested at Purchasers laboratory on receipt of pulp. In the event of any contract amendment, the Supplier shall within 20 days of receipt of such amendment, furnish the amendment to the performance security to the completion of the supplier's performance obligations.

4. Inspection and Tests (GCC Clause 7)

Add the following clause after sub clause 7.5 :

4.1 Third Party Inspection :

Unless otherwise mentioned, it would be taken that the price quoted is inclusive of inspection by third part SGS or Bureau Veritas. If so, a certificate issued by third party should be sent to the purchaser before shipment. Only on clearance by the purchaser, shipment shall be arranged. The certificate from the inspection authority confirming that the inspected and certified pulp only has been shipped should accompany the shipping documents with inspection certificate.

4.2 Shipment samples and inspection by Supplier :

Samples to be drawn from the shipment for 'The Mysore Paper Mills Ltd., Bhadravati, and the same to be inspected for quantity, quality by the manufacture/third party as the case may be, certifying to the effect that the pulp to be shipped to the, The Mysore Paper Mills Ltd., is from current production and conforms to the specification indicated in the Tender conditions/Purchase Order. Supplier will have to furnish such a certificate, which shall specify the entire test parameters and results to establish the fact that the consignment has been inspected thoroughly and conforms to order specifications.

4.3 Quality Inspection by Mysore Paper Mills Limited:

Supplier should warrant that the pulp shipped is as per the specification defined in the Tender/Purchaser Order. After receipt of the Pulp consignment at site, the pulp samples will be taken and test in the MPM Laboratory whose results will be binding and final. In case, the pulp is rejected due to non-conformance of quality, it will be lying at MPM site at vendors' risk and responsibility. MPM reserves the right to use the rejected pulp if found necessary at a later stage at a pro-rata reduced rate considering each parameters of the specifications, subject to security deposit clause upto 10%, or any other measures deemed fit in the case.

The MPM reserves the right to inspect all shipments before or after delivery and to reject any material that may be defective or not in accordance with the specifications as to the quality or performance. In such case, replacement or refund should be made as desired by the Purchaser.

Delete sub-clause 7.6 Manuals & Drawings.

5. Packing (GCC Clause 8)

Packing shall be as per International Standards. Pulp basis should be wrapped with additional paper (Or with a pulp sheet as the case may be) and then strapped with GI wire failing which the cost of handling losses shall be debitable to suppliers account. Purchaser suggests that the bales shall be packed by automatic wrapping to avoid wastage while handling. Pulp bales shall be unitized. Six or eight bales should be unitized which will help in the handling. Please ensure that the base units are of uniform size and weight. Different bale units should not be mixed together and shipped.

Measurement particulars of single base unit and bale should be furnished to Purchaser to process documents through Port Authorities. In the absence of such particulars Harbor application will be finalized only after the discharge of the pulp taking physical measurement of the units which will definitely delay starting of clearance. Such delays for which the MPM has to pay penalties/demurrages etc. shall be debited to the Suppliers account which may please be noted.

All packing should bear the following markings:

From: (Manufacturer / Suppliers Full Address)

To: The Mysore Paper Mills Ltd.,
Paper Town, Bhadravathi – 577302
Karnataka State (India)

Commodity: THERMO MECHANICAL PULP (TMP)

6. Delivery and Documents (GCC Clause 9)

Upon shipment of goods, the supplier shall notify by fax/ e-mail the Purchaser full details of the shipment including contract number, bill of lading number and date, name of the vessel, port of shipment, Port of discharge, transshipment if any, description of goods, quantity, value of goods, gross & net weight, name of the consignee etc. to Purchasers Bhadravathi Office as below:

Dy. GENERAL MANAGER (PROJECTS & MATERIALS)
THE MYSORE PAPER MILLS LTD.,
PAPER TOWN,
BHADRAVATI-577 302,
KARNATAKA, INDIA,
TEL:+91-(0) 8282 -272984/ 271 897,
FAX NO. +91(0) 8282 -271041/270937.
EMAIL: mpmpurchase@gmail.com;

A copy of Bill of lading, Insurance certificate, and invoice should be faxed to the above address and to our Purchaser's agent residing at Chennai detailed below, to enable to process documentation through Customs authorities well before arrival of Vessel at Port of discharge.

PSTS Logistics Pvt. Ltd.,
2nd Floor, Wavoo Mansion,
48, Rajaji Salai,
Chennai – 600 001
Fax: +91-44-25220224
Phone No.: +91-9842977726
e-mail: mahesh.mds@psts.in

(Note: Any change in the address will be informed by Purchaser)

The Suppliers may ensure that these documents should reach the Purchaser not later than 5 days to enable purchaser prepare the Customs bond before arrival of the consignment.

The supplier shall mail the following documents to the purchaser in 5 sets.

- i) Copies of the supplier invoice showing order number, goods description, quantity, unit price, total amount.
- ii) Copy of Bill of Lading(Non negotiable)
- iii) List identifying the contents of each package.
- iv) Insurance Certificate
- v) Certificate of Origin
- vi) Manufacturer's / suppliers test certificate
- vii) Manufacturer's moisture certificate indicating percentage of Air Dry Weight adopted for invoice calculation.
- viii) Inspection certificate issued by the nominated inspection agency (SGS / Bureau Veritas)
- ix) Declaration by the seller to the effect that the content in each case are not less than those goods and are of current production and to the specification asked for by the purchaser.

Original documents to be negotiated as per purchase order and as per conditions attached to the letter of credit. /Supplier should ensure the original documents reaches the L/C opening bank well before the arrival of the vessel at port of discharge (**Atleast 5 days before arrival of consignment to the discharge port**). Any demurrage/ detention charges incurred due to non-receipt of original documents at bank would be dubitable to suppliers account.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 10)

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and

delivery. The insurance shall be obtained by supplier in an amount equal to 110% of value of goods from ware house to ware house (final destination) on 'All Risks' basis including War risks and strikes. Following clause should be incorporated in the certificate of insurance: Notification period should be 60 days from the date of receipt of consignment at site.

In case of any insurance claims arise, it will be the responsibility of the supplier / his Indian Agent to settle the same.

The claims of Purchaser towards any shortages notice by Purchaser shall be settled by supplier within 30 days of such notice or the expiry of the Security Deposit Guarantee whichever is earlier.

8. Transportation (GCC Clause 11)

Add at the end:

Supplier shall allow **14 days free time** for handling and clearing the cargo (i.e., pulp in this case received in containers. Steamer agents at the load port should give messages in writing to their counter parts at Port of discharge permitting **14 days free time** for the importer in handling and clearing the cargo. A copy of such message should be sent to Purchaser's Bhadravati Office.

9. Incidental Service (GCC Clause 12)

The following services are covered under Suppliers scope and the cost shall be included in the contract price:

- a. Manufacture
- b. Arranging 3rd party inspection (SGS/Bureau Veritas)
- c. Getting clearance of Purchaser on test results of 3rd party inspector
- d. Loading
- e. Transportation of Port of Loading
- f. Transportation of Port of Discharge
- g. Unloading of Port of discharge
- h. Insurance of material
- i. Taking up insurance claims if any
- j. Any other service required for satisfactory completion of the contract

10. Spare Parts (GCC Clause 13)

Deleted.

11. Warranty (GCC Clause 14) :

The Supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current production. The Supplier further warrants that all Goods supplied under this Contract shall be as per the specifications and shall have no defect.

This warranty shall remain valid till the material have been delivered to and accepted at the Purchaser's site at Bhadravati. If the material supplied do not meet the specifications indicated, the Purchaser shall promptly notify the Supplier in writing of any claims arising this warranty.

Upon receipt of such notice, the supplier shall, within the period of 30 days and with all reasonable speed, replace the defective Goods, free of cost at Purchasers site. The supplier shall take over the defective goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced goods thereafter.

If the supplier, having been notified, fails to remedy the defect(s) within 30 days, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. Purchaser can also resort to prorata reduction if so desired by Purchaser.

12. Payment (GCC Clause 15)

100% payment shall be made by way of Letter of Credit. Purchaser will establish irrevocable Letter of Credit through a nationalized Bank in India. All L/C opening charges to Purchaser's account, and openers bank charges to Purchasers account. Beneficiary bank charges to beneficiary account. Any amendments caused due to Beneficiary, such bank charges shall be to the Beneficiary account.

If confirmation is to be added to the Letter of Credit at the foreign bank, then beneficiaries shall bear the confirmation cost.

L/C shall allow transshipment

L/C shall allow partial shipment.

Other conditions such as Drafts to be drawn on negotiating Bank etc., to be clearly specified by the supplier.

LC shall be arranged by Purchaser for each shipment separately. The LC for first shipment shall be opened within 15 days from the date of order or 45 days from the date of tender closing, which ever is later. Supplier shall arrange supply with in 15 days from the date of opening of LC.

13. Change Order (GCC Clause 17)

Add the following at the end of sub-clause 17.1 (d),

“ e) ordered quantity.”

In sub clause 17.2,

For the words “within thirty (30) days”

Read as “ Within ten (10) days”.

14. Liquidated Damages (GCC Clause 22)

In Sub-clause 22.1,

For the words “ up to a maximum deduction of 10%”

Read as “ up to a maximum deduction of 5%”

15. Termination for default (GCC Clause 23)

Under Sub - clause 23.1. c),

For the word “ Borrower”

Read as "Purchaser".

16. Termination for Convenience (GCC Clause 26):

Add at the end :

"If Purchaser terminates the contract before opening of LC for second shipment canceling the quantity covered in second shipment, clause 26.2 will not apply and the contract stands terminated without any obligations on the part of Purchaser.

17. Settlement of Disputes (clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian council of Arbitration shall appoint. A certified copy of the appointment Order shall be supplied to each of the Parties.
2. Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The decision of the arbitrators shall be final and binding upon both parties. The cost and expense of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

18. Notices (clause 31)

For the purpose of all notices, the following shall be address of the Purchaser and supplier.

Purchaser: The Dy. General Manager (Projects & Materials),
The Mysore Paper Mills Ltd.,
Paper Town, P.O. Bhadravati - 577302,
Karnataka State.

Supplier: (To be filled in at the time of contract Signature)

.....
.....

19. Taxes and duties

Replace the existing clause with following:

"All statutory levies levied in the country of manufacture / supply shall be borne by the Supplier. All statutory levies levied in Purchaser's country shall be to Purchaser's account."

20. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched /delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Date of completion of entire quantity covered in the Contract including incidental service if any;

21. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

22. Jurisdiction :

The courts at Bangalore shall have the jurisdiction to deal with and decide any matter arising out the tender.

23. Mode of despatch:

By seal freight preferably through Indian Flagged Vessel (not through Pakistani flagged vessel) by break bulk. Sanko Vessel or Vessel which are in Lloyds approved list and which are seaworthy are accepted. Charter party bill of lading is not accepted. .

24. Purchasers permission after expiry of delivery period:

In case the supplier is unable to meet the delivery schedule indicated for any reason including rejection at destination due to failure to meet the required specifications, the supplier must have the Purchaser's permission prior to shipping material against such unfulfilled part of delivery schedule.

25. Change in Port / Mode of Shipment :

In case the Supplier is unable to ship the goods to the port of shipment and mode of shipment (by container / break bulk) agreed and wants to change the port of shipment and / or mode of shipment, and if there is any extra expenditure to Purchaser to get the pulp to its site, due to such change in port / mode of shipment, such extra expenditure shall be borne and settled by Supplier before the expiry of the performance security deposit furnished by supplier. Purchaser shall have the right to appropriate such extra expenditure from and out of the performance security deposit bank guarantee / standby LC provided by the supplier.

26. LC Amendment / extension Charges :

In case of any delay in arranging shipment by Supplier and thereby LC needs an extension, such LC extension charges shall be borne by the Supplier. Similarly if Supplier requests any additional amendment to LC, for such LC amendment the charges shall be borne by supplier.

27. Order Acknowledgement :

Immediately after receipt of order, supplier should airmail their Order Acknowledgement in duplicate duly signed. Order Acknowledgement should indicate our Purchase Order No. and Date, Description, price, total value, agency commission payable if any, delivery, payment terms, Import Licence particulars WITHOUT FAIL

SECTION V: SCHEDULE OF REQUIREMENTS

Part-1
Schedule –I

SL No	Brief Description	Unit	Qty	Delivery Schedule	EMD
1	THERMO MECHANICAL PULP (TMP)	ADMT	1500	Staggered Delivery. Supplies shall be made at the rate of 500 ADMT for every two weeks and total quantity in three shipments in about one and half month's time. Purchaser shall have the right to alter the schedule based on production schedule.	25,000/-

Note :1. The supplier shall contact shipping lines and ascertain the voyages before confirming the delivery schedule.

PART-II (Incidental Services)

- a. Manufacture
- b. Arranging 3rd party inspection (SGS/Bureau Veritas)
- c. Getting clearance of Purchaser on test results of 3rd party inspector
- d. Loading
- e. Transportation of Port of Loading
- f. Transportation of Port of Discharge
- g. Unloading of Port of discharge
- h. Insurance of material
- i. Taking up insurance claims if any
- j. Any other service required for satisfactory completion of the contract

Note:

1. The quantity indicated above is approximate only. MPM has the option to increase/decrease the quantity by 25% of the quantity at the same price, terms and conditions at the time of ordering.
- 2. During the tenure of contract MPM may increase or decrease the quantity up to 25% of the ordered quantity.**
3. Purchaser reserves the right to release more than one order for its requirements.
- 4. The Supplier shall complete the ordered quantity with a quantity variation of + / - 20 ADMT.**
5. The tenderers who do not have the full tendered quantity to be offered, may also participate in the tender duly indicating the quantity available. This would be considered on merit. There is no restriction as to minimum quantity to be quoted in this tender. Purchaser reserves the right to release more than one order for its requirements.

SECTION-VI TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

FOR

THERMO MECHANICAL PULP (TMP)

PULP SPECIFICATION (TECHNICAL DETAILS)

TECHNICAL SPECIFICATION OF THERMO MECHANICAL PULP (TMP)

Freeness on disintegration ml CSF ML	-	max. 120 +/- 20
Brightness, % ISO	-	min. 60
(a) Alcohol – Benzene Extractable Pitch, %	-	Max. 1.5
(b) Physical Strength Properties at 27 ± 2 °C and 65 ± 5% R H :		
Freeness, ml CSF	:	120 ± 20
Breaking Length, meters	:	Min. 3500
Tear Factor	:	Min. 65.0

Note:

1. Tests to be carried out as per **TAPPI standards**.
2. Two Kg. pulp samples along with manufacturer's specification sheet should be sent without fail for Purchaser's Laboratory analysis along with the technical bid Part – 1. If the sample is not received along with bids, the bid will be rejected. However, if the offered pulp is already supplied to MPM by the tenderer as sample / supplies against the order, during the last five years, and the same has been accepted by MPM, the tenderers need not submit sample again.
3. The tenderer should furnish along with the bills, percentage of moisture variation calculation to arrive at ADMT and price.
4. The supplier should ensure that the pulp supplies conform to the specification.
5. The higher tearing strength of pulp is preferred. The moisture over and above 10% will have to made up with the quantity.

Date:

(Signature of Tenderer)
Name and address of the Tenderer

SECTION VII : QUALIFICATION CRITERIA

SECTION VII : QUALIFICATION CRITERIA

(Referred to in clause 11.2 (b) of ITT)

- a) The tenderer should be a manufacturer who must have manufactured, and supplied a minimum of 500 ADMT of pulp indicated in schedule of requirements, in any one of last 5 years for which documentary proof should be furnished or
- b) Tenders of tenderers quoting as authorised representative of a manufacturer, meeting with the above requirement in full, can also be considered **provided** :
 - (I) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and
 - (II) the tenders, as authorised representative, has supplied, satisfactorily at least 500 ADMT of any pulp in any one of last five years for which documentary proof should be furnished.
- c) The tenderer should furnish the information on all past supplies and satisfactory performance for both a) and b) above, in proforma under Section XII.

Tenderer shall furnish the following information in his offer:

I. INFORMATION ABOUT TENDERERS:

1. Registered Business Name and Address:
2. Registered Business Address
3. Telephone No./ Fax No. / e-mail address
4. Name(s) and positions(s) of Person(s) who may be contacted for further information if required:
5. Nature of firm/Company, Whether Manufacturer or Trader (if a Trader, Letter of Authorisation to be furnished)
6. Manufacturing Capacity :
7. Name of Business
8. Whether his business is registered (copy of Registration to be enclosed)
9. Date of commencement of business
10. Central & State Sales Tax Nos.
11. Whether he pays income tax over Rs. 10000/- per Year

12. Name and Address of Manufacturer
13. Name & Address of supplier on whom order and LC to be opened.
14. Name and address of beneficiary's banker
SWIFT CODE NO.
BANKERS ACCOUNT NO.
15. Quantity of offered: Thermo Mechanical Pulp
16. Delivery offered:
17. Whether pulp specification sheet is attached:
18. Whether minimum 2 KG sample is sent
19. Country of Origin
20. Validity of Offer. (30 days)
21. Currency in which price is quoted
22. Whether the price indicated is inclusive of 3rd party inspection.
23. Sea Port of Destination
(Mangalore/Chennai) Please specify
24. Supply offer by Container / Break Bulk
25. Currency in which quoted (USD)
26. Price basis quoted – CIF basis
27. Details of experience / Turnover :

Sl.No	Year	Qty. supplied in ADMT	Name of the buyer
1	2006 -2007		
2	2007 -2008		
3	2008 – 2009		
4	2009 - 2010		
5	2010-2011		

28. Have you supplied to MPM earlier:
 If yes furnish the PO details along with
 Details of quality of pulp. If quality have
 Already been tested and accepted, sample
 Need not to be submitted again.

B. CERTIFICATES / DOCUMENTS TO BE ENCLOSED :

(Strike whichever is not applicable).

1	State / Central Sales Tax Reg. No. & Date	ENCLOSED / NOT ENCLOSED
2	Income Tax Clearance Certificate from the Income Tax Dept., for previous 2 Years.	ENCLOSED / NOT ENCLOSED
3	Audited Balance Sheet and Profit & Loss A/c.- 2 years in past 5 years meeting the PQ requirement.	ENCLOSED / NOT ENCLOSED
4	Authorization Letter from the Principals (in the case of a Trader).	ENCLOSED / NOT ENCLOSED
5	Details of similar supplies/ works done	ENCLOSED / NOT ENCLOSED
6	Satisfactory completion Certificates from buyers for having supplied similar items	ENCLOSED / NOT ENCLOSED
7	Reference List of supplies made	ENCLOSED / NOT ENCLOSED

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and accept all the terms and conditions as per the Tender No: 1605-11/FMT/PRC dt. 29.12.2011.

SIGNATURE OF THE TENDERER
WITH SEAL/STAMP

SECTION VIII : TENDER FORM

IFT NO: 1605-11/FMT/PRC

DATE: 29.12.2011

To: The Mysore Paper Mills Ltd., Paper Town, Bhadravati - 577 302.

Gentlemen and / or Ladies:

Having examined the Tender documents including Addenda Nos.....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the **THERMO MECHANICAL PULP (TMP)** in conformity with the said tender documents for the sum indicated in separately sealed Part –II of the tender (Price bid).

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT clause 1 of the tender documents.

Date this.....day of.....2012

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

PRICE SHEDULE

PART-II

PART II : PRICE FORMAT

TENDER NO: 1605-11/FMT/PRC dt. 29.12.2011

Supply of 1500 ADMT THERMO MECHANICAL PULP (TMP)

Schedule No.	Item Description	Unit	Quantity offered	Price for each ADMT of pulp inclusive of 3 rd party inspection				Total (Col 4x5)
				For 100% payment by LC at sight	Alternative Price for 100% payment by LC with 90 days credit.	Alternative Price for 100% payment by LC with 180 days credit.	Fixed rate of interest for 90 / 180 days credit	
1	2	3	4	5	6	7	8	9
1	Thermo Mechanical Pulp	ADMT						

Total price in words: -----

Other information to be furnished:

Price basis:	CIF Chennai / Mangalore by Container / Break bulk
Currency in which price is quoted:	
Agency commission payable to Indian Agent included in above price	

Note: In case of discrepancy between unit price and total price, the unit price will prevail.

Signature of Tenderer

Name & Address

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas..... hereinafter called “the Tenderer”)has submitted its tender dated.....(date of submission of tender)for the supply of.....(name and / or description of the goods) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of.....(name of country),having our registered office at.....(address of bank) (hereinafter called “the Bank”), are bound unto THE MYSORE PAPER MILLS LTD.,(name of Purchaser) (hereinafter called “the Purchaser”)in the sum of.....for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this....day of.....20.....

THE CONDITIONS of this obligations are:

1. If the Tenderer
 - a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form or
 - b) does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including forty-five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date. This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name of Tenderer

(Signature of the Bank)

SECTION X : CONTRACT FORM

THIS AGREEMENT made the.....day of.....20.....Between.....(Name of Purchaser)of.....)Country of Purchaser) (hereinafter called “the Purchaser”)of the one part and..... (Name of Supplier) of.....(City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain goods and ancillary services viz.,.....(Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of.....(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of contract referred to.
2. The following documents shall be deemed to form and read and construed as part of this Agreement, viz.,
 - a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract, and
 - f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl.No	Brief Description of Goods	Quantity to	Unit	Total	Delivery
	Terms				

TOTAL VALUE

DELIVERY SCHEDULE

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser)

in the presence of.....

Signed, Sealed and Delivered by the Said.....(For the Supplier)

in the presence of.....

Note: The Purchaser reserves the right to release Purchaser order or the Contract form as above.

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

To _____ (Name of Purchaser)

WHEREAS.....(Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated.....20 to supply.....(Description of Goods and Services) hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of.....
.....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

Address:.....

SECTION XII

(Please See Clause 11.2(b) of the Instructions to Tenders)

Performa for Performance Statement for the last Five Years

IFT NO. 1605-11/FMT/ PRC DATED 29.12.2011

Date of Opening.....Time.....Hours

Name of the firm.....

Orders Placed by(Full-address of Purchaser)	Order No & Date	Description & Qty., of Goods Ordered	Value of Order	Date of completion of Delivery As per Contract	Date of completion of Delivery As per Actual	Remarks indicating reasons for late delivery if any	Has the goods supplied been satisfactory (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7	8
				For 2006-07			
				For 2007-08			
				For 2008-09			
				For 2009-10			
				For 2010-11			

Signature and Seal of the Tenderer

.....

SECTION XIII:-MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2 (a) of Instructions to Tenderers)

No_____dated

To

Dear Sir,

IFT NO: 1605-11/FMT/PRC dt. 29.12.2011

We.....who are established and reputable manufacturers of.....(name and description of goods offered) having factories at.....(address of factory) do hereby authorize M/s.....(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s.....are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be deleted in simple items where manufacturers sell the product through different stockiest.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. The Tender in its tender should include it.

SECTION XIV-PROFORMA FOR EQUIPMENT & QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFT NO: 1605-11/FMT/PRC DATED 29.12.2011

DATE OF OPENING:.....

NAME OF THE TENDERER:

(Note: All details should relate to the manufacturer for the items offered for supply)

Name & Full Address of the Manufacturer

2. a) Telephone & Fax No
Office/Factory/Works

b) Telex No
Office/Factory/Works

c) Telegraphic address:
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept.(Monographs & Description pamphlets be supplied if available)
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery.
 - 8.1 Normal
 - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
 - 10.1 Details of technical supervisory staff in charge of production & quality control
 - 10.2 Skilled labour employed.

10.3 Unskilled labour employed.

10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11 Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of supplies and Disposals, New Delhi-110 001, India? If so, furnish full particulars of registration, period of currency etc., with a copy of the certificate of registration.

Signature and Seal of the Manufacturer