

Tender No: 15-1038-FIECRMT dt. 21-12-2015

(ePortal No: MPML/2015-16/IND545/CALL-2)

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Biennial Contract for Outsourcing of Operation and Maintenance of Power Block Division

To,

Issued To: -----

Part-A

**THE MYSORE PAPER MILLS LTD.,
INDUSTRIAL ENGINEERING DIVISION,
PAPER TOWN, BHADRAVATI – 577 302
SHIMOGA DIST, KARNATAKA STATE.**

TELE FAX: 08282-273002

Tender No: 15-1038-FIECRMT dt. 21-12-2015

(ePortal No: **MPML/2015-16/IND545/CALL-2**)

(Inward File: FIECRMI150170)

On line Submission Date: 14-06-2016

Name of the work:

**Biennial Contract for Outsourcing of Operation and
Maintenance of Power Block Division
(Through E-Portal)**

AGM (Proj, CE & TS)i/c

Signature of the Tenderer

TENDER FOR

NAME OF WORK: Biennial Contract for Outsourcing of Operation and Maintenance of Power Block Division (Through E-Portal)	
TENDER REFERENCE	15-1038-FIECRMT dt. 21-12-2015 (ePortal No: MPML/2015-16/IND545/CALL-2)
DATE OF COMMENCEMENT OF / DOWN LOADING TENDER DOCUMENT STARTS FROM	11-04-2016 - As per ePortal
LAST DATE OF GETTING ENQUIRIES / CLARIFICATIONS FROM MPM	13-05-2016 - As per ePortal Contact person: Sri. Nagaraj D K AGM (PB)i/c Mobile:9972581031 Sri. KS Jagadish, AGM(P.T&ES) Mobile:9972581028
LAST DATE OF SUBMISSIOIN OF ON LINE TENDER	14-06-2016 - As per ePortal 15 hrs.
TIME & DATE OF OPENING OF TECHNICAL BID	16-06-2016 - As per ePortal 15 hrs.
TIME & DATE OF OPENING OF FINANCIAL BID	20-06-2016 - As per ePortal 15 hrs.
TENDER FORM FEE	As per E-Portal
EMD AMOUNT	Rs. 10,80,000 -Thro' E-Portal
ADDRESS FOR COMMUNICATION	Office of The AGM (Proj, CE & TS)i/c The Mysore Paper Mills Ltd., Bhadravati-577 302. Karnataka State.(08282-273002)

Standard Bid documents may be seen in Government of Karnataka ePortal:
<http://www.eproc.karnataka.gov.in>

Tender document also can be down loaded thro' our website www.mpm.co.in

1. INSTRUCTIONS TO THE TENDERERS :

1.1 ELIGIBILITY CRITERIA REQUIREMENTS FOR PARTICIPATION IN THE TENDER – Please refer PART - A

1.2 PRICE BID FORMAT – Please refer PART - B

2. PURPOSE :

- 2.1 The purpose of these instructions is to serve as guidelines to Tenderers while submitting their Offers for “Biennial contract for outsourcing of operation and maintenance of Power Block Division” as described in the Tender Notification No. 15-11038-FIECRMT dt. 21-12-2015 (ePortal No: MPML/2015-16/IND545/CALL-2). EMD payable is Rs 10,80,000 as per ePortal.
- 2.2 Tender documents and Annexure can be downloaded thro’ ePortal. Tenderers shall submit their quotations containing Pre-qualification, Scope, Terms & Conditions (Part-A) along with the EMD and Price Bid (Part-B) in two separate documents, as per E-Portal.
- 2.3 Tenders must be accompanied by Earnest Money Deposit (EMD) of the amount specified in the tender document, drawn in favour of The Mysore Paper Mills Limited, Bhadravati-577302 EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days . EMD amount is to be paid as per ePortal norms.
- 2.4 The Pre-qualification / Technical / Price Bid shall be in two cover submitted- as per E-Portal. The last date of submission of on line tender is as per ePortal. Technical and financial bids will be opened as per ePortal.
- 2.5 MPM reserves the right to reject any or all Tenders at its own discretion without assigning any reason whatsoever.

3. SCOPE OF SERVICES:

The scope of services of outsourcing the operation and maintenance of Power Block covered by this specification includes all aspects of operation and maintenance of Power Block. Power Block in MPM consists of departments for which outsourcing envisaged are as follows,

- 3.1 3 number 60 TPH capacities each AFBC boilers and auxiliaries.
- 3.2 1 number 90 TPH capacity CFBC boiler and auxiliaries.
- 3.3 1 number 33 TPH Soda Recovery boiler and auxiliaries.
- 3.4 Two numbers De-Mineralization plant.
- 3.5 Raw water pumping and treatment plant.
- 3.6 2 X 12.5 MW steam Turbo-Generators and auxiliaries.
- 3.7 1 X 16 MW steam Turbo-Generator and auxiliaries.
- 3.8 110 KV substation and auxiliaries.

3.9 UNDER ABOVE DEPARTMENTS SYSTEMS SUCH AS,

- 3.9.1 Fuel handling system,
- 3.9.2 Ash handling system
- 3.9.3 Feed water pumping system
- 3.9.4 Air compressor system.
- 3.9.5 ESP and pollution control system.
- 3.9.6 Chimney package and online emission monitoring system.
- 3.9.7 Piping, pumps.
- 3.9.8 Crane and hoisting equipments.
- 3.9.9 Pressure reducing and De-Superheating stations (PRDS).
- 3.9.10 Cooling towers.
- 3.9.11 DCS and panel & field instrumentation systems of boilers, DM plants, coal handling plant, Turbo-generators, Pressure Reducing and De-Superheating stations (PRDS) raw water treatment plant.
- 3.9.12 Electrical systems such as, transformers, electrical distribution panels, cables, battery and battery charger, UPS, PCC panels, MCC panels, VFDs earthing.
- 3.9.13 Green liquor and Black liquor handling systems in Soda recovery including maintenance of Green liquor lines up to Causticizing plant.
- 3.9.14 Maintenance of flue gas duct up to chimney.
- 3.9.15 Flue gas passage cleaning as and when required.
- 3.9.16 Fire fighting system.
- 3.9.17 Boiler tube replacement involving high pressure welding tube expansion etc.,
- 3.9.18 Insulation.

3.10 SCOPE CONSISTS OF FOLLOWING,

- 3.10.1 Total operation and maintenance of Mechanical systems of above plants.
- 3.10.2 Total operation and maintenance of Electrical systems of above plants.
- 3.10.3 Total operation and maintenance of Instrumentation system of above plants.

3.11 EQUIPMENTS IN OPERATION WILL BE AS FOLLOWS,

- 3.11.1 Coal fired boilers – TWO (2) numbers.
- 3.11.2 Soda Recovery boiler – ONE (1) number
- 3.11.3 Steam TGs – TWO (2) numbers

3.12 Auxiliary systems for coal fired boiler, Soda Recovery boiler, steam TGs and 110 kv station as explained above.

3.13 Battery limits: starting from fuel feeding from coal yard to supply of steam and power.

3.14 Basic Plant Design Data

3.14.1	Plant name	The Mysore Paper mills Ltd.,
3.14.2	Plant location	Bhadravati, Karnataka
3.14.3	Distance from nearest town/city	5 KM
3.14.4	Distance from nearest railway station	6 KM
3.14.5	Plant location details	
3.14.5.1	Altitude above sea level	585 mtrs.
3.14.5.2	Ambient temperature	max. 38 °C min. 10°C
3.14.5.3	Humidity	max. 100% min. 30%
3.14.5.4	Rainfall (avg.)	915 mm/year

3.15 Plant Details

Sl	Department	Unit	Make	Year of commissioning	Details
1	Coal Fired Boilers				
1.1		Atmospheric Fluidized Bed Combustion(A FBC) boilers –3 nos.	BHEL. Later converted by Thermax Babcock and Wilcox ltd., Pune	1979-80 Converted in 1993-95	Fuel:coal 60 TPH at 63 kg/cm ² pressure and 450 ^o C temp. ESP: Thermax Enviro ltd., Pune ID, FD and Over fire fan one each per boiler.
1.2		Circulating Fluidized Bed Combustion boiler (CFBC)– 1 No.	Foster Wheeler Pyro Power. USA	1999	Fuel: coal 90 TPH at 63 kg/cm ² pressure and 450 ^o C temp ESP: BHEL ID, PA ad SA fans.

2	Soda Recovery	Recovery Boiler	BHEL. Later Renovation/ up gradation by Enmas Process Technologies PVT. LTD.	1980 Converted in 1994	270 TPD Black liquor solids firing 300 TPD Black liquor solids firing
3	TG House	TG-1- Extraction condensing type TG-2- Extraction condensing type TG-3- Extraction back pressure type	BHEL BHEL BHEL	1980 1980 1999	TG 1 & 2: 12.5 MW. Extraction at 5 kg/cm ² and condensing. Water cooled condensers. TG-3: 16 MW. Extraction at 12 kg/cm ² and back pressure at 5 kg/cm ² .
4	Water works	Old New	Dorr Oliver	1937-40 1980	26000+40000 66000m ³ / day 60000m ³ /day
5	Coal Handling Plant	Old New	Space Age TRF Sayyaji	1979 1999	80 TPH X 2 streams 100 TPH X 2 streams Both the plants with pre & post screening to supply < 8mm size coal.
6	DM Plant	Old New	Vanson India Ion exchange ltd	1979 1999	85 M ³ /Hr X 2 stream 100 M ³ /Hr X 2 stream
7	Switch yard		NGEF		110 KV with 20 MVA contract demand.

3.16 Plant steam and power requirement details:

CF Boilers	- 3 X 60 =180, 1 X 90 = 90.= 270 TPH
SR Boiler	- 1 X 33 = 33. Grand total = 303 TPH
TG	-2 X 12.5, 1 X 16 MW. Total= 41 MW

	Non-sugar season	Sugar season
	PM 1,2,3&4, Pulp mill 1&2 and CSRMP in operation	Sugar mill, PM 1,2,3&4, Pulp mill 1&2 and CSRMP in operation
LP steam for process. TPH	80	55 + 80 =135
MP steam for process. TPH	22	22
Total steam for process. TPH	102	157
Steam for condensing. TPH	80	80
Total steam for process & power generation. TPH	182	237
Power required. MW	35	39
Captive power generation. MW. TG1+TG2+TG3	8+8+11=27	8+8+15=31
Drawl from grid. MW	8	8

3.17 General Requirements And Conditions. The service provider will be responsible for the following,

- 3.17.1 To operate the power plant in accordance with the operation and maintenance manuals of the manufacture and other publications and as per the best industry practices.
- 3.17.2 To undertake scheduled annual maintenance of the entire power plant.
- 3.17.3 To provide experienced technical, skilled and unskilled man power required for normal operation and maintenance of the power plant.
- 3.17.4 Provide technical expertise with respect to operation and maintenance of the power plant as may be necessary for obtaining required permission including statutory in nature.
- 3.17.5 To ensure that all the conditions stipulated in the various permissions / consents are complied with. Monthly report on the compliances of the conditions mentioned under various permissions /consents in general and compliance of consent conditions of Karnataka Pollution Control Board, Electricity Distribution Company within 7 days from the end of the month. All statutory approvals and renewals shall be the responsibility of the company. The documentation required for the purpose shall be maintained by the service provider.
- 3.17.6 To collect data from time to time, analyzing system performance, performing preventive maintenance and verifying performance criteria. The data shall be made available to the company at lease once in every fortnight to enable company to assess and analyze the performance of the power plant.
- 3.17.7 To provide company with detailed list of the required stores, spares & consumables at least two months in advance along with the specifications.

- 3.17.8 To maintain appropriate operating logs, records and reports relevant to the operation and maintenance of the power plant.
- 3.17.9 To perform and record periodical operational checks and test of power plant as required by the operation and maintenance manual of the manufactures and as required under rules an regulation a may be applicable from time to time.
- 3.17.10 To intimate to the company at least two days in advance any planned plant shutdown and immediately on any failure.
- 3.17.11 To ensure proper house keeping inside the power plant.
- 3.17.12 The service provider shall provide man power at all times as per the requirement of the plant and as per the category and numbers as mutually agreed. A proper daily attendance record shall be maintained by the service provider and a copy of the same shall be submitted to the company every week.
- 3.17.13 Service provider will be responsible and liable for due observation and implementation of statutory provisions applicable to the workers engaged by him under various labour and establishment legislations. The company will not in any manner be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will lie against the company.
- 3.17.14 Service provider will be fully responsible for the operation and maintenance of the plant and should ensure that there is no damage to the power plant due to negligent operation and maintenance. Service provider should also provide all support to make good such losses.
- 3.17.15 Spares and consumables will be provided by the company but a list of spares and consumables with full specification shall be provided by the service provider at least two months in advance.
- 3.17.16 Service provider has to mobilize required tools and tackles for carrying out trouble free operation and maintenance of plants.
- 3.17.17 Service provider has to arrange for his office furniture, computer and other communication facilities in the premises.
- 3.17.18 The health of the equipment will be scrutinized after the completion of the contract and service provider will be responsible for any damage due to poor operation & maintenance to any plant & machinery / instrument. The service provider will make good such losses as may be decided mutually.
- 3.17.19 Soda Recovery plant furnace hearth stuff to be removed as and when required, after cleaning of flue gas passage.
- 3.17.20 All the air parts of Soda Recovery furnace to be kept clear for air entry for combustion. Both the spouts opening to be always clear.
- 3.17.21 Operation in charge of the Recovery furnace to be in constant touch with shift in charge of other plants.

3.18 MPM SCOPE:

- 3.18.1 Fuel, spares and consumables required for operation and maintenance of the plants.
- 3.18.2 Providing monthly requirement of process steam and power.
- 3.18.3 MPM will take care of License Renewal of Boilers
- 3.18.4 Vehicles for the movement of Materials from Central Stores and other areas whenever required will be provided, if available.

4 Technical Performance Guarantee

A third party performance evaluation will be carried out to arrive at the base data of performance parameters of the power block. On the base data, the service provider shall attain the following performance parameters,

- 4.1 Supply the process steam and power as per the requirement. The process steam and power requirement will be informed to the service provider on MONTHLY basis.
- 4.2 Fuel consumption. Fuel consumption will be measured as coal per ton of steam
- 4.3 Heat rate in Kilo Calorie per KWH for power generation.
- 4.4 Minimum 335 days of operation in year should be maintained by the service provider.
- 4.5 Black liquor solids to steam ratio as per assessment of third party in Recovery boiler.
- 4.6 On and average 290 TPD Black liquor solids to be fired.

The service provider shall agree that they will accept performance guarantee clause which may be revised by the company

5 PENALTY

- 5.1 In case the power / process steam requirement as mentioned above is not met, for every 1% reduction or part thereof in supply as compared to 92% of the requirement, 1% of O & M fee shall be deducted.
- 5.2 For every 1 % increase in coal consumption 5 % **O & M fee** shall be deducted.
- 5.3 For every 20 KCAL / KWH increase in Heat Rate against the one finalized as above, 5% **O & M fee** shall be deducted
- 5.4 The above parameter for penalties shall not be applicable if the guaranteed performance is not achieved due to the following reasons:
 - 5.4.1 Forced outage due to any component failure within first six months of commissioning, provided, it is due to manufacturing defect and has been agreed by the manufacturer. However, if the manufacturer does not agree to the fault and the Service Provider feels that the fault is due to manufacturing defect in that event third party assessment can be arranged and report of the third party will be final and the charges thereof will be borne by the Service Provider if the third party reports that the outage is not due to manufacturers fault.

- 5.4.2 All Force Majeure conditions
- 5.4.3 Non-availability of fuel
- 5.4.4 Non-availability of load

6 Exclusions

- 6.1 Any civil works.
- 6.2 Turbine casing removal and overhauling.
- 6.3 Generator rotor removal and overhauling.
- 6.4 Refractory works.
- 6.5 Rewinding of motors.
- 6.6 Total ESP electrode replacement.
- 6.7 Total Air Pre-heater tube replacement.
- 6.8 Major overhauls of plants.
- 6.9 Plant modification jobs.

7. EXPERIENCE:

Tenderers should have experience in carrying out of this type of job and must have prequalification as per Pre Qualification Criteria mentioned in this tender.

8 TERMS AND CONDITIONS:

- 8.1 MPM reserves the right to delete/modify certain work partially/fully. Such changes will not qualify the tenderer for any extra payment and tenderer should agree not to make the deletion/modification of certain work partially/fully as a point of dispute.
- 8.2 Tenderer shall ensure that laborers employed by him are confined to the working spot allocated to them.
- 8.3 Contractor shall engage adequate number workmen to carryout the work round the clock.
- 8.4 Contractor shall ensure that during festivals, holidays or rainy season adequate workmen are engaged for maintaining un interrupted operations.
- 8.5 Contract may be foreclosed at any time of the contract period at the discretion of the MPM management by giving 3 months advance notice, whose decision is final.
- 8.6 It is the tenderer's responsibility to carry out the work. Tenderer shall carry out the work under the instructions by the concerned department. However, it is very important and essential that the tenderer meets the Bill Certifying Authority or their Authorized Representative on daily basis and take instructions for carrying out the day to day work.
- 8.7 Tenderer should visit the Mills prior to submission of Tender and make himself fully aware of the working conditions in the Mills and other procedures to be followed.

- 8.8 The Rates Quoted by the Successful Tenderer will remain firm till completion of the Contract and claim for escalation of prices of whatsoever is not allowed.
- 8.9 In case of an order, it does not give exclusive right to the Contractor. In case of urgency exigency or contingency, MPM reserves the right to split / re-allocate, among other agencies or rescind the order totally or partially.
- 8.10 However, MPM shall not be responsible for any loss or injuries sustained by Contractor or their employees of their own negligence or otherwise.
- 8.11 Tenderer must observe all safety measures / arrangement while attending to above work. The labourers engaged should be provided with suitable personnel protective equipment's.
- 8.12 Care should be taken to see that the surrounding equipments, buildings etc., are not damaged. In case of loss or damages, the cost shall be borne by the tenderer.
- 8.13 The Entry / Exit of tenderer's employees/workers shall be only as per the direction of the Bill Certifying Authority and against permit issued. The physical checking of personnel as necessary shall be done while leaving work places.
- 8.14 The tenderer shall obtain necessary passes from the Security Officer for his worker or employees.
- 8.15 Service provider must visit site and obtain all clarifications before submitting offer.
- 8.16 Accommodation facility at MPM Town ship and subsidized food within factory premises for the workmen of the tenderer will be provided on chargeable basis, if available and there is no binding on MPM side to provide the same.
- 8.17 If rooms required for the tenderer at the nearest location to CF Boilers to use as Office room and Meeting room for their crew, tenderer to mention the same with the size of the rooms required while submitting the online tender and to mention the same in the technical bid, which will be decided by the committee after opening of the tender.
- 8.18 Tenderer is required to provide the uniform for their crew from their end. However before deciding the colour of uniform, tenderer should take permission from MPM.
- 8.19 If tenderer wants that heavy tools like wrench etc., are to be arranged by MPM, tenderer should furnish list of such tools while submitting their online tender and to mention the same in the technical bid. After opening of the tender it will be decided whether same can be provided by MPM or not. However it is the responsibility of the tenderer to arrange for such tools.
- 8.20 Tenderers are instructed that in the price format other than rate and value no conditions should be mentioned.

9 SUBMISSION OF TENDER – As per ePortal:

Tenderers should submit thro' online submission in two bid system as per ePortal. The last dates of on line submission and date of tender opening shall be as per ePortal.

9.1 Part A : Technical/Pre-qualification Bid covering all Technical and Pre-qualification aspects along with EMD will be opened on **16-06-2016 as per ePortal:**

9.2 Part B : The Price bids of the tenderers who have technically qualified will be opened on **20-06-2016 as per ePortal:**

9.3 Tender is liable to be rejected if incomplete information is given thereon or if the particulars and data asked for in the Tender are not fully complied with or if the Documents submitted are improper.

10 EARNEST MONEY DEPOSIT (EMD): As per ePortal:

Tenderer must remit along with their Offer an **EMD amount of Rs. 10,80,000/-** out of this total EMD amount, Rs. 5,000 is to be paid thro' e-Pyament and remaining amount may be paid thro' BG or in any other form as detailed in the ePortal. If EMD paid thro' BG, copy of the BG is to be uploaded to ePortal and original copy of the BG should be sent to us so as to reach us on or before the date of opening of tender.

11 TERMS OF PAYMENT:

11.1 Against Monthly bills duly certified by the Bill Certifying Authority.

11.2 All the Bills for the work carried out during the previous month to be submitted to the Bill Certifying Authority in quadruplicate latest by 2nd of the succeeding month for verification and certification. Bills found in order will be certified by the Bill Certifying Authority and signed by Bill Counter Signing Authority and forwarded to Finance Division for arranging payment.

11.3 Deductions such as Income Tax at the prevailing rate shall be applicable on the Gross Bill payable to the Successful Tenderer

12 SECURITY DEPOSIT (SD):

12.1 Successful Tenderer is required to furnish either a Demand Draft or a Bank Guarantee (BG) in the prescribed Format within TEN days on award of the Contract towards Security Deposit for a value equal to 10% of the gross value of one year. The BG shall be valid till completion of work.

12.2 Any unpaid Claims, Dues, Debts, Penalties etc., payable by the Tenderer to the Company will be recovered by invoking the BG submitted by the Tenderer.

13 QUANTITY :

Quantity is mentioned in the Price Format. However the quantities should not be made a point of dispute by the Tenderer. MPM will not entertain any Claims from the Successful Tenderer if there is a reduction / increase in the quantum of Work.

14 VALIDITY :

In the event of issuing work order, the validity of work order shall be for 24 months and MPM reserves the right to extend the Validity for a further period of three (3) months on the same Rate, Terms and Conditions.

15 WORK COMPLETION PERIOD :

As it is being service, the work should go on as per the instruction of the dept. head as per the scope of work

16 WORK EXECUTION LOCATION:

At MPM site

17 TRANSPORTATION:

To and Fro Transportation of vehicles and manpower required to carryout the work detailed above is in the scope of the tenderer.

18 TAXES AND DUTIES:

Taxes / Duties liability other than the Service Tax if any shall be to Tenderer's Account.

19 SERVICE TAX

With regards to Service Tax, as per the Finance Bill for 2015-16 new service tax structure is effecting from 01-06-2015, as per this MPM is responsible only for the portion of service tax to be paid by MPM. For the service tax to be paid by the agency, it is the sole responsibility of them to pay the service tax. As per Finance bill/ rules/ regulations, if at all MPM has to reimburse the service tax to the agency, same will be done as per the discretion of the Finance department of MPM. So, it is advised that agency to be familiar with the service tax structure, payment, reimbursement etc.,

20 BILL CERTIFYING/ COUNTER SIGNING AUTHORITY:

Manager (Boilers)/Manager (TG)/Manager (CU) and or their authorized representative are the bill certifying authorities. Sr. Manager (TG)i/c/ Sr. Mgr. (Boilers)i/c/ Sr. Manager (CU)i/c / AGM (PB)i/c is the bill counter signing authority for this work.

21 VALIDITY OF RATES:

The rates quoted shall be valid for the throughout contract period.

22 GROUP INSURANCE, ESI AND PF:

- 22.1 Tenderer will be responsible and be required to obtain Workers Compensation Linked Group Insurance Policy against Accidental Risk, Injuries partial or otherwise disabilities and death while on duty for his Workers / Supervisors or any type of workmen engaged by the Tenderer during the Contract Validity Period. The expenditure of Insurance Premium will be borne by the Tenderer.
- 22.2 Tenderer must have Employee State Insurance (ESI) code and Provident Fund (PF) code of their company and remit the ESI and PF contributions of their workers under that code. If the Tenderer do not posses these codes, in the event of issuing work order on the successful Tenderer, they shall furnish the same within one month from the date of issue of work order. In this effect the Tenderer shall furnish an undertaking on a Rs. 200 bond paper. If the Tenderer fails to furnish these codes then MPM reserves the right to cancel the work order. Besides payments will be withheld till such codes are provided. In this regard MPM's decision is final.

23 STATUTORY OBLIGATIONS:

Tenderer shall comply with any and all the laws, ordinances, regulations and decisions of Courts (which shall be deemed to be a part of this agreement) and shall exclusively bear the consequences for failure to comply therewith. Without limiting the generality of the foregoing, Tenderer shall fully comply with the provisions of the Minimum Wages Act, the worker (Regulation and Abolition) Act, Workmen's Compensation Act, Employee State Insurance (ESI) Act, Provident Fund (PF) Act, Profession Tax Act and other Labour Laws and the Rules framed there under.

24 FORCE MAJEURE:

Neither Party shall be held responsible for any Losses, if the fulfillment of any Terms or Provisions of the Work Order / Contract are delayed or prevented by Acts of Lawful Government Revolutions or other Disorders, Wars, Acts of Enemies, Strikes, Fires, Floods, Acts of God or Acts of States without limiting the foregoing, any other causes not within the control of the Party whose performance is interfered with and which by the exercise of reasonable deliquence, is unable to prevent whether all the clause of causes herein before enumerated or not. The Party claiming occurrence of any event under force majeure shall give Notice within Fifteen Days to the other in writing in the event of instance of any force majeure circumstances, failing which, the supplier shall not be entitled to any benefits under this Clause.

25 RIGHT OF FORECLOSURE:

MPM reserves the right to foreclose the Work Order at any time without assigning any reason. The transaction will be closed by settling the accounts up to the date of foreclosure of the Order and no extra claims shall be entertained by MPM for such closure of the Order

26 SETTLEMENT OF DISPUTES:

In the event of any Controversy, Claim, Question or Dispute arising between the Tenderer and the Owner on any matter, relating to the Contract or arising out of the breach thereof the Parties thereto shall use their best efforts to settle such Question, Dispute or difference amicably by mutual negotiations / mediation. In case mediation fails to resolve the Dispute, the matter to be taken up in Civil Courts of Law. The Legal Jurisdiction will be Bangalore in Karnataka State only. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre Karnataka (Domestic international) Rules 2012 , by one or more arbitrators appointed in accordance with its rules.

27 ANNEXURE – 1

Eligibility Criteria and Pre-qualification Format (To be submitted along with the Part A of the Tender document)

27.1 Name of the Tenderer

27.2 Name of the Firm/Company

27.3 Full Postal Address of the Tenderer

27.3.1 Residential Address

27.3.2 Office Address

27.3.3 Telephone No.

27.3.3 1 Residence

27.3.3 2 Office

27.3.3 3 Mobile

27.3.4 Bank Account Details

- Nature of the Account

- Name & Address of the Bank

27.3.5 Experience details

Sl No.	Name of the Firms where such work or any other job work carried out by the Tenderer	Work Order references	Period
1			
2			
3			
4			
5			

Note: Supporting documents should be enclosed along with the Tender.

27.3.6 Service Tax Registration Certificate No. & Date - Photocopy to be enclosed.

27.3.7. IT PAN Card Number and Date (Photocopy of the PAN card to be enclosed)

27.3.8. Financial Status:

2012-2013

2013-2014

2014-2015

27.3.9. Income Tax Returns Filed (for previous 3 years) - Photocopy to be enclosed.

28. ELIGIBILITY CRITERIA REQUIREMENTS FOR PRE-QUALIFICATION

- 28.1 The Tenderer should be a service provider firm who must have provided Operation & Maintenance (O&M) services to similar or higher capacity power plant at least Three numbers in the last five years executed satisfactorily in any Public Sector / Government / Private Companies / MPM during any of the past ten years. Relevant documentary evidences like copies of Work Order and satisfactory Work Completion Certificate should be furnished.
- 28.2 Tenderer should possess PAN Card Number and produce Service Tax Registration Number on award of the Contract and produce the copies of the documents while submitting the Tender in case he is already having the same.
- 28.3 Tenderer should be financially sound and should have net worth as on 01-03-2016 should be more than Rs.90,00,000/- for which certificate from the Chartered Account should be enclosed.
- 28.4 The Financial Soundness and the Turnover of the tenderer is to be supported by Financial Statement of Accounts duly certified by the Chartered Account for the last three years. The Financial Statement of Accounts includes Balance Sheet, Profit and Loss Account, Auditors Reports and IT Returns along with details of Service Tax paid if any.
- 28.5 Tenderer must have Employee State Insurance (ESI) Code and Provident Fund (PF) Code of their company and remit the ESI and PF contributions of their workers under that code. If the tenderer do not posses these codes, in the event of issuing work order on the successful tenderer, they shall furnish the same within one month from the date of issue of work order. In this effect the tenderer shall furnish an undertaking in a Rs. 200 bond paper. If the tenderer fails to furnish these codes then MPM reserves the right to cancel the work order. Besides payments will be withheld till such codes are provided. In this regard MPM's decision is final.
- 28.6 Tenderer are advised to furnish the above information with necessary supporting documents along with the Part A Technical bid failing which the Tenders shall not be pre-qualified and liable for rejection.
- 28.7 The Tenderer should be a service provider firm who must have provided such services to similar industries such as Paper/chemical/ Power plant/Sugar or any large to medium industry at least two such services in the last ten years executed satisfactorily.
- 28.8 The tenderer should be a service provider firm who must have provide O & M services to similar or higher capacity power plant at least three numbers in the last five years executed satisfactorily.
- 28.9 Service provider must visit site and obtain all confirmation/clarifications before submitting offer

Note: Copies of the Supporting documents should be Uploaded to E-Portal

1. Service Tax Registration Certificate No. & Date: - Uploaded to E-Portal
2. PAN Number and Date: Photocopy to be enclosed.- Up loaded to E-Portal
3. Income Tax Returns Filed (for 3 years): - Up loaded to E-Portal
4. ESI and PF code - Photocopy to be enclosed. Up loaded to E-Portal
5. Vehicle document (Photocopy to be enclosed)
6. Experience Certificates

29. GENERAL CONDITIONS:

- 29.1 EMD is to be paid as per ePortal.
- 29.2 Tenderer shall confirm that the information about tenderer is uploaded in the prescribed format.
- 29.3 Tenderer shall confirm that past experience and turnover details, as part of pre-qualification requirement and statement is attached in this regard.
- 29.4 Tenderer shall confirm that the copies of earlier Purchase Orders/ Clients certificate are attached in support of pre-qualification requirement.
- 29.5 Tenderer shall confirm that the Balance Sheet / Profit and Loss A/c is uploaded in support of Turnover requirement under pre-qualification.
- 29.6 Tenderer shall confirm that Tender form has been duly signed and uploaded as per the format confirming that Tenderer has studied the Terms and Conditions and agrees for the same.
- 29.7 Tenderer shall confirm that the Technical Specification of the offered item is uploaded.

Signature of the tenderer With seal

Place:

Date:

PART – B: PRICE BID**PRICE BID FORMAT(Through E-Portal)
(Rates & Amount shall be in Indian Rupees)**

Sl	Scope of Work	Unit	Approx . Qty for 2 years	Rate	Value
1	2	3	4	5	6=4 X 5
1	Biennial contract for outsourcing the operation and maintenance of power block which includes all aspects as detailed in this tender including the Soda Recovery boiler operation and maintenance Note: Rate quoted should be in Lumpsum per month (ePortal Item Code 151600138)	LS	24		
2	Service Tax @ of 14%				
3	Swachha Bharath cess @ 0.5% on 1				
4	Grand Total (Sum of 1 + 2 + 3)				

Rate mentioned above must be firm without any claim for escalation till the completion of the contract period including during the time of extension if any.

Validity of the offer: For 90 days from the date of opening of Part 'B'

Date:

Signature of the tenderer with Seal and Stamp