

Tender No: 16-0003-FIECONT dt. 11-04-2016

(ePortal No: MPML/2016-17-/IND569)

Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18

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To,

Issued To: -----

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

TELEFAX : 08282-273002

Tender Notification No: 16-0003-FIECONT dt. 11-04-2016

(ePortal No: MPML/2016-17/IND569)

(Inward File: FIECONI 150224)

On line Submission Date: 18-05-2016

Name of the work: Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18 . (Through E-Portal)

AGM (Proj, CE & TS)i/c

Signature of the Tenderer

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TENDER FOR

Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18 .

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| NAME OF WORK Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18 (Through E-Portal) | |
| TENDER REFERENCE | 16-0003-FIECONT dt. 11-04-2016 (ePortal No: MPML/2016-17/IND569) |
| DATE OF COMMENCEMENT OF / DOWN LOADING TENDER DOCUMENT STARTS FROM | 18-04-2016 - As per ePortal |
| LAST DATE OF GETTING ENQUIRIES / CLARIFICATIONS FROM MPM | 28-04-2016 - As per ePortal Contact person: Sri Nagaraj D K AGM (PB)i/c Mobile: 9972581031 |
| LAST DATE OF SUBMISSIOIN OF ON LINE TENDER | 18-05-2016 - As per ePortal 15 hrs. |
| TIME & DATE OF OPENING OF TECHNICAL BID | 20-05-2016 - As per ePortal 15 hrs. |
| TIME & DATE OF OPENING OF FINANCIAL BID | 22-05-2016 - As per ePortal 15 hrs. |
| TENDER FORM FEE | As per E-Portal |
| EMD AMOUNT | Rs. 1,12,500 -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 ANNEXURE 1

1.2 PRICE BID FORMAT – Please refer ANNEXURE 2

2. PURPOSE :

- 2.1 The purpose of these instructions is to serve as guidelines to Tenderers while submitting their Offers for Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18 . as described in the **Tender No.16-0003-FIECONT dt. 11-04-2016** (ePortal No: MPML/2016-17/IND569). EMD payable is Rs 1,12,500 as per ePortal, **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.**
- 2.2 Tender documents and Annexure can **be downloaded thro' ePortal.** Tenderers shall submit their quotations containing Pre-qualification, Scope, Terms & Conditions (Part-A) and Price Bid (Part-B) in two separate **documents, as per E-Portal along with the EMD. Initially technical bid will be opened and those who qualify in the technical bid, financial bid of those tenders will be opened afterwards.**
- 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 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 work

Collection, Transportation and dumping of Fly Ash from AFBC / CFBC Boiler / Silos to dump yard and Collection, Loading, Transportation, dumping, including loading and unloading of Boiler ESP's drained/spillage fly ash, collected manually from all the areas from AFBC boilers and CFBC boilers as per the scope of work and other terms and conditions detailed in this Tender document.

- 3.1 Tenderer should ensure that during all the 365 days in a year tippers are made available at site and ash is removed without fail on all the days.

- 3.2 On Sundays and holidays Tenderer should ensure that sufficient tippers and manpower are available for removal of fly ash without affecting mills production, otherwise severe penalty would be levied.
- 3.3. Any problem connected with place for dumping the ash /disposing the same should be sorted out with Senior Manager (T.A) who would make the required arrangement with regard to space for dumping of fly ash.
- 3.4 fly ash not be spilled on the roads while taking it out. All the precaution are to be taken to avoid spillage on the roads and loaded tippers are to be covered with Tarpaulins/HDPE sheets while transporting the material.
- 3.5 Tenderer or their authorized person should furnish the details of ash removed like no of trucks/tonnage before 8.00 AM for the preceding day to the shift in-charge of boilers or Asst. Gen .Manager (PB) i/c and Sr. Manager (R&D/QC) or their Authorized Representative.
- 3.6 Tenderer has to make his own arrangement for loading ash from ground floor. In case they need services of front end loader the same shall be spared only on chargeable basis at the prevailing rates and subject to availability without affecting mills production.
- 3.7 In case the fly ash Brick manufacturer at the unit (Nirmithi Kendra, situated next to the fly ash dumping yard) requires the fly ash, the Tenderer agrees to dump the material in their unit as per the direction of MPM.
- 3.8 Removal of fly ash from fly ash silo through ash conditioner and by spraying water to avoid dust emission.
- 3.9 Removal of fly ash through ash conditioner by-pass line in case of any break-down/ any other problem with ash conditioner unit including spraying of water to avoid dust emission.
- 3.10 Collection and removal of spilled over fly ash all around ash silo i.e. ground floor , ash conditioner floor , stair case starting from ground floor up to fly ash silo top and fly silo bottom every day.
- 3.11 Removal of drained or over flow ash from vent filler outlet as and when it gets collected.
- 3.12 Removal of drained ash from ESP ash hoppers 1, 2, 3, &4 of all the four boilers whenever they are drained.
- 3.13 Collection and removal of all spilled over fly ash round ID fan, FD fan, Chimney at the ground floor entire area of the three boilers.
- 3.14 Clearing and removing of fly ash silo jamming. Clearing and removing of ESP ash hoppers 1, 2, 3, &4 of all the four boilers in jamming etc.

- 3.15 Clearing and removal of fly ash on the top of ESP chambers for all the four boilers once in a month.
- 3.16 Removal and transportation of fly ash from RCC Chimney bottom during mill shutdown.
- 3.17 Clearing of ash generated during boilers overhauling i.e., removed from furnace. Boiler top, penthouse etc.,
- 3.18 Loading of fly ash and to the outside trucks and cleaning of spillages including valve operation, water spraying etc., the Tenderer should take the instruction from the bill certifying authority for loading of fly ash into the others trucks. Any excess quantity available after the disposal to other parties to be collected, transported and to be dumped as per the instruction.
- 3.19 Tenderer should ensure that the entire quantity of fly ash generated /left out after disposal to the other parties to be removed on day to day basis as per the instruction of bill certifying authorities.
- 3.20 Tenderer should transport thus collected fly ash, as above to the dumping yard in the township, and should unload the same as per the instruction of bill certifying authority.
- 3.21 Clearance of silo is to be done at regular intervals so that there is sufficient space in silo for higher collection of fly ash / waste ash to meet any exigency.
- 3.22 Tenderer will have to get the vehicle weighed in our Mills Weigh- bridge. The weight recorded at MPM weigh-bridge shall be final and binding for the purpose of payment
- 3.23 The estimated quantity of fly ash to be handled by the Tenderer for 2 years is as detailed below:
AFBC / CFBC Fly Ash : 75,000 MT
- 3.24 Quantity indicated above are only approximate and in case of any variation in the quantity, the same shall not be made as subject matter for dispute by the Tenderer. MPM do not give any guarantee for quantity of fly ash, generated in our boilers. MPM reserves the right to dispose off Fly ash, of any quantity directly from the generating point to its customers without any prior intimation to the Tenderer.
- 3.24 No compensation or claim is payable by the MPM to the Tenderer if no materials is available for collection and transportation due to the shortage of coal or breakdown, shutdown, partial or full stoppage of any plant or plants in the mills, due to disposal of the entire quantity to outside parties and for whatsoever the reason may be for such stoppage.

3.26 In case of failure or breakdown of the Tippers, the Tenderer shall require to make alternate arrangements of Tippers and shall see that the work is not interrupted. At all the time four Nos. Tipper to be available in good working condition.

4. Reporting Authority:

Asst. General Manager (PB) i/c / Manager (PB) and Manager (TA) or their Authorized Representatives shall be the Reporting Authority in case of removal of Fly Ash. Tenderer has to execute the job as per instruction of the Reporting Authority. Tenderer or his Authorized Representative shall report to the Reporting Authority daily in the Morning and Evening or before stopping of activities in the day, and obtain instructions for the job to be carried out.

5. Bill Certifying Authority:

Asst. General Manager (PB) i/c / Manager (PB) and Manager (TA) or their Authorized Representatives shall be the Bill Certifying Authority for removal of Fly Ash.. In Case of ash dumped inside the Mills premises as per instructions of Sr. Manager (Civil-F) in such case the bill shall be certified by Sr. Manager (Civil-F) instead of Manager (TA)

6. Validity:

The Contract shall be valid for TWO years and MPM reserves the right to extend the validity for a further period of three (3) months on the same Rate, Terms and Conditions.

7. Special Conditions:

- 7.1 Tenderer shall ensure that Boiler area is kept completely clean and tidy. Any spillages of Fly/ ash/ from Discharges chute, Hoppers etc., to be cleaned immediately as per instructions of Reporting Authority.
- 7.2 Tenderer shall ensure that the Roads used for Transportation of Fly/ either in Mills premises or Township area are kept free from any spillages. On failure to clear the spillages the Reporting Authority may impose suitable penalty. The Tenderer shall take all precautions to avoid environmental hazards/nuisance.
- 7.3 All the trucks shall be weighed for Gross and Tare weight and the copy the weighment cards to be handed over the shift-in-charge of the Boiler House. The weight recorded in our weigh-bridge is binding on the Tenderer and payment will be made accordingly. In case of any breakdown of the weigh-bridge and vehicle could not be weighed, the weigh certified by the Reporting / Bill Certifying Authority shall be binding for the Tenderer for payment.
- 7.4 Tenderer should ensure that he or his authorised agent is available in the Boiler area to supervise the activities and also receive day-to-day instructions from the Reporting Authority.
- 7.5 Tenderer shall be responsible for any loss or damage caused to the property/assets of the MPM in the course of execution on the Contract.

- 7.6 The Workmen required for the subject work shall be brought by the Tenderer. No extra labourer shall be brought inside the Mills.
- 7.7 Tenderer shall not employ workers below the age of 18 years and above 60 years. Tenderer shall issue Identity Badges to the workers under him through Security Department.
- 7.8 Tenderer shall get his personal property like Tools and Tackles etc. Registered in the register kept at the Main Gate and also with the Reporting Authority before bringing inside the Factory.
- 7.9 Tenderer shall deploy sufficient lorries/tippers as per requirement for collection and dumping of Fly Ash. They should produce as and when called for the documents such as RC Book, Tax Token etc., to establish the bonafides of the ownership of the lorry.
- 7.10 Tenderer shall take workmen compensation linked group insurance policy against loss, accident or injuries for the employees engaged by him in Factory premises or MPM Township area. However, the MPM shall not be responsible for any loss, injuries or accident suffered either to his men or property.
- 7.11 Tenderer shall be personally liable towards statutory obligations in respect of the labourers engaged by him in due performance of the subject work.
- 7.12 Tenderer shall furnish the list of workers engaged by him in the Factory premises (including addition or deletion to the list) for the above work to I.R department.
- 7.13 Tenderer shall insure the Lorries/Tippers engaged by him for comprehensive risk with Insurance company.
- 7.14 The Bills for the work carried out shall be submitted to the Bill Certifying Authority well in time for Scrutiny and passing of the bills.
- 7.15 In all matters not specifically provided in this order and in all matters or dispute such as cleanliness of area, dumping of the material, quantity etc. The decision of the Management shall be final and legally binding on the Tenderer.
- 7.16 All activities shall be executed by the Tenderer in such manner that the Boiler House/Plant activities are not obstructed.
- 7.17 No material other than Fly Ash shall be loaded in the vehicle.
- 7.18 The MPM shall not take any responsibility for supply of men or materials, tools and tackles and the Tenderer shall make his own arrangement for all these items.
- 7.19 On no account, other materials should be mixed while the Fly Ash being lifted. If found so, the work order will be cancelled forthwith by forfeiting the Security Deposit. Tenderer shall be held responsible for the deeds of his workmen.
- 7.20 Before lifting the material, the Tenderer shall obtain Gate pass from the Reporting Authority and produce the same at the Security Gate before the vehicle leaves the Main Gate.

- 7.21 Tenderer or his employees shall not construct any temporary or permanent structures inside the Mills premises.
- 7.22 In case of any loss in steam generation/production due to negligence of the Tenderers, his workmen, his vehicles, the entire loss will be to the account of the Tenderer.
- 7.23 In case the Tenderer does not clear the ash to the satisfaction of the Reporting Authority they may get the work done through any other source and the entire expenditure and the penalty will be debited to the Tenderers account.
- 7.24 In case of an order, it does not give exclusives right to Tenderer over the work. In case of urgency, exigency or contingency, the management reserves the right to split, re-allocate among other agencies or rescind the work order totally or partially at the discretion of the management.
- 7.25 Tenderer shall be personally liable towards statutory obligations in respect of the labourers engaged by him in due performance of the contract.
- 7.26 In all matters not specifically provided for in this order and in all matters or dispute such as cleanliness of area, dumping of the materials, quality and quantity etc., the decision of the MPM Management shall be final and legally binding on the purchaser.
- 7.27 The Tenderer should make his own arrangements for vehicles and all vehicles must be in good running condition. The documents like RC and FC should be produced for the vehicles.
- 7.28 Spillages at the loading point shall be efficiently and effectively removed and loaded on to the vehicles. Washing away of spillages with the water hoses is not permitted and doing so would entail penalty at the discretion of the Reporting Authority.
- 7.29 The area should always be kept clean and tidy.
- 7.30 MPM has got the option to retain the Ash generated for its own use and/or to dispose off to outside parties at its discretion. Hence, quantity should not be made as the point of dispute by the Tenderer.

8. Quantity Measurement:

Tenderer will have to get the vehicle weighed in our Mills Weigh- bridge. The weight recorded at MPM weigh-bridge shall be final and binding.

9. Deductions:

Deductions such as Security Deposit, prevailing Income Tax and any other taxes & cess shall be applicable on the Gross Bill.

10. Group Insurance, ESI and PF:

- 10.1. 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.
- 10.2. 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. 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.

11. Security Deposit (SD):

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 equivalent to 5% of the total work order value for one year. BG shall be valid for two years contract period and additional 3 months towards extension period if any. 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.

12 Terms of Payment :

All 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 certifications. Bills found in order will be certified by the Bill Certifying Authority and forwarded to Finance Division for arranging payment.

13 Penalties:

- 13.1. In case the Tenderer fails to complete/execute the work as per the order/terms and conditions, MPM shall have the right at its discretion to levy suitable penalty and/or to get the work done from an alternative agency at the entire risk and cost of the Tenderer and/or to cancel the order in part or full.
- 13.2 The Fly ash/Waste/Pit Ash have to be unloaded only in the dumping yard earmarked for that purpose. If the material is found to be dumped or unloaded on Road sides or in any other area other than the earmarked area or against the instructions of Reporting Authority, the penalty shall be levied and recovered the Tenderers monthly bills at the discretion of the Reporting Authority.

13.3 All precaution to be taken by the Tenderer to avoid the spillages enroute and in case of any spillages the same to be removed immediately. In the event of Tenderer's failure to clear the spillages immediately, a penalty of Rs.500/- per day be imposed. Reporting authority is authorised to impose such penalties and advise Finance Division for recoveries from the Tenderer's bills.

13.4 If the Fly ash / is transported / Sold without the permission of the Management severe penalty including cancellation of order, forfeiture of security deposit or any amount pending in the credit of the Tenderer and blacklisted at the discretion of the Management.

14. Right of Foreclosure:

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

15. Force Majeure :

Neither party shall be held responsible for any losses, if the fulfillment of any terms or provisions of the Contract are delayed or prevented by Acts of Lawful Government orders civil 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 delinquency, 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 Tenderer shall not be entitled to any benefits under this clause.

16. 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.

17. Unloading and Leveling:

17.1 In case the unloading is to be done inside the Mills premises itself as desired by MPM officials, the area shall be shown by the Sr. Manager (Civil-F) and the leveling operations is should be carried out as per instruction of the Sr. Manager (Civil-F). The leveling operation is to be certified by Sr. Manager (Civil-F) for material dumped inside the Mills, for the purposes of releasing payment.

- 17.2 In case of unloading is to be done in Paper Town-Township area, the dumping area will be shown by the Manager (Town Admn.,) or his authorised Representative. Unloading and leveling certification will have to be obtained from Sr.Manager (Town Admn.) or his authorised Representative for the purposes of releasing payment.
- 17.3 For each and every trip, the out pass issued by the Reporting Authority at the loading point shall be got countersigned by the Tenderer for correct unloading and leveling operations unless the unloading and leveling operations are certified either by Manager (T.A) or by Sr. Manger (Civil-F) or their representatives, payment will not be released.
- 17.4 Tenderer has to make the necessary approach Roads wherever and whenever necessary to the place of unloading shown by the Manager (Town Admn.).
- 17.5 In case of break down of the Tippers it is the responsibility of the Tenderer to make an alternative vehicle and ensure that the work is not stopped on any account whatsoever.
- 17.6 If Road side Ash spillages are not cleared on the same day, the Sr. Manager (Civil-F)/Manager (S&V) for spillages within the Mills premises and Manager (TA) for spillages outside the Mills premises, shall be authorised to impose suitable penalty and deduct the same from the Tenderers running bills at the discretion of the Bill Certifying Authority.
- 17.7 Wherever any Ash is found accumulated or spread on the floor inside the Plant is to be arranged for removal to keep the plant neat and clean.

18 Other Conditions:

- 18.1 The work should to be executed as per instructions, directions and satisfaction of the Bill Certifying Authority and Reporting Authority.
- 18.2 In case of an Order, it does not give exclusive right to the Tenderer over the Work. In case of urgency, exigency or contingency, the Management reserves the right to split re-allocate among other agencies or rescind the work order totally at the discretion of the Management.
- 18.3 Tenderer is responsible for injury or injuries to MPM Personnel caused by his men and pay for all the expenditure towards the treatment of such injured employees.
- 18.4 However, MPM shall not be responsible for any loss or injuries sustained by Tenderer or his employees of their own negligence or otherwise.
- 18.5 Tenderer must observe all safety measures/arrangement while attending to above work. Any safety appliances required as per advise of Safety Department should be provided by the Tenderer at then cost.
- 18.6 Care should be taken to see that the surrounding equipments, building etc., are not damaged. In case of loss or damages, the Cost shall be borne by the Tenderer.

- 18.7 Tenderer shall ensure that Labourers employed by them are confined to the working spot allotted to them.
- 18.8 The Entry/Exit of the Tenderer's employees/workers shall be only as per the direction of the Reporting/Bill Certifying Authority and against permit issued. The physical checking of personnel as necessary shall be done while leaving work places.
- 18.9 Tenderer shall obtain necessary passes from the Security Officer for their worker or employees.
- 18.10 Tools and Tackles required for the work has to be arranged by the Tenderer at their own cost..
- 18.11 Tenderer should not engage labourers below 18 years of age and above 60 years of age.

19 Taxes / Duties / Etc.,

- 19.1 Taxes and Duties liability, if any, shall be to the Tenderers account. With regard 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 shall deduct the service tax from the agency's gross bill for an equivalent amount to be payable from MPM. For the amount of 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 the agency to be familiar with the service tax structure, payment, reimbursement etc.,
- 19.2 The Service Tax is on the Gross Bill amount. Tenderer has to make registration with local Central Excise Office and indicate the Service Tax Registration No. in their monthly bills.

20. STATUTORY REQUIREMENTS TO BE FOLLOWD BY THE CONTRATOR:

- 20.1 Tenderer should ensure to pay minimum wage to the workers engaged by them as per the Minimum Wage Act prevailing rules & regulations.
- 20.2 Tenderer is obligatory to maintain Proper records and documents under the Contract Labour (Regulation & Abolition) Act. 1970, Factories Act 1948 and ESI Act. Tenderer is also required to maintain the Register of Contract Workers, Muster Roll, Attendance Register, Wage Register, Over Time Register and Register of Fines to be certified by the Employer. Tenderer is Obligatory to issue Wage Slip and Employment Card to the respective Contract Workers. Tenderer Should produce all these records Whenever it is called for by the Competent Authority.

20.3 Tenderer should allow Weekly off to the Contract Workers after every six day of work and / or shall not be allowed to Work for more than 48 hours per Week.

20.4 Tenderer who engages more than 20 labourers shall obtain required labour license from the Asst. Labour Commissioner, Mangalore within 2 weeks from the date of award of the Contract. He shall issue Notice of Commencement / Completion of work and file Half Yearly Returns to the Authority as per the statute.

20.5 If the company receives any complaint from any authority pointing out any failure on the part of the Tenderer in complying with the statutory obligations, the company reserves right to levy penalty and/or cancel the Contract.

21. EARNEST MONEY DEPOSIT (EMD) As per ePortal:

Tenderer must remit along with their Offer an EMD amount of Rs. 1,12,500 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.

22. SERVICE TAX

22.1 With regard 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 shall deduct the service tax from the agency's gross bill for an equivalent amount to be payable from MPM. For the amount of 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 the agency to be familiar with the service tax structure, payment, reimbursement etc.,

22.2 The applicable service Tax is to be paid by the Tenderer every month. The Service Tax if applicable is on the Gross Bill amount. Tenderer has to make registration with local Central Excise Office and indicate the Service Tax Registration No. in their monthly bills.

23. ELIGIBILITY CRITERIA REQUIREMENTS FOR PRE QUALIFICATION

- 23.1. Tenderer should have Experience in the same / similar field for a minimum period of two (2) years in any Public Sector / Government / Private Companies / MPM during any of the past Five (5) years. Relevant documentary evidences like copies of Work Order and satisfactory Work Completion Certificate should be furnished.
- 23.2 Tenderer should be financially sound and he should have the capacity of paying wages and statutory benefits to Workers. Tenderer should furnish Solvency Certificate from Bankers OR Net Worth Certificate for Rs. 7.5 Lakh as on 01-01-2016 from the Chartered Accountants.
- 23.3 The Financial Soundness and the Turnover of the Tenderer is to be supported by Financial Statement of Accounts duly certified by the Chartered Accountant for the last TWO 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 for Manpower supply jobs.
- 23.4 Tenderer should own minimum of four no. Tippers in his name or tenderer should produce Power of Attorney obtained from the owner of Tipper stating that incase of Award of the Contract the owner agrees to provide Tipper to the tenderer for the Work at MPM and the tenderer will be required to produce the valid documents like insurance, RC Book, Tax card, Fitness certificate from the competent authority. In any case, tenderer shall require to produce the Documents of four No. tippers along with Part A for pre-qualification failing which the Tenderers shall not be pre-qualified and liable for rejection.
- 23.5 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.
- 23.6 Tenderer must have Employee State Insurance (ESI) Code 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.
- 23.7 Tenderers are advised to furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified.

24. Documents to be uploaded along with the technical bid

Copies of the following supporting documents should be Uploaded to E-Portal along with technical bid

1. Experience Certificates
2. Service Tax Registration Certificate No. & Date
3. PAN Number and Date (Photocopy to be enclosed)
4. Income Tax Returns Filed (for 3 years)
5. ESI and PF code (Photocopy to be enclosed)
6. Vehicle document (Photocopy to be enclosed)
7. Address & Mobile No and email for Communication (Photocopy to be enclosed)
8. Documents asked under the clause eligibility criteria requirements for pre qualification
9. Any other documents asked any where in this tender.

25 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.

25.1 Part A : Technical/Pre-qualification Bid covering all Technical and Pre-qualification aspects along with EMD will be **opened on 20-05-2016 as per ePortal:**

25.2 Part B : The Price bid of the tenderers who have technically qualified will be opened on **22-05-2016 as per ePortal:**

25.3 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.

ANNEXURE – 1

26 ELIGIBILITY CRITERIA AND PRE-QUALIFICATION FORMAT

26.1 Name of the Tenderer:

26.2 Name of the Firm / Company:

26.3 Full Postal Address of the Tenderer:

26.3.1 Residential Address :

26.3.2 Office Address :

27.4 Telephone No.:

27.1 Residence:

27.2 Office:

27.3 Mobile:

27.5 Labour Department License Number :

- Date of Issue Validity :

Note: copy to be enclosed.

27.6 Bank Account Details :

- Nature of the Account :

- Name & Address of the Bank :

27.7 Experience details:

| Sl. No. | Name of the Firms for whom same job or similar work has been carried out. | Name of the Work. | Year. |
|---------|---|-------------------|-------|
| 27.7.1 | | | |
| 27.7.2 | | | |
| 27.7.3 | | | |
| 27.7.4 | | | |
| 27.7.5 | | | |

Note: Photocopies of the Supporting documents should be enclosed along with the tender.

27.8 Service Tax Registration Certificate No. & Date:

- Photocopy to be enclosed.

27.9 INCOME TAX PERMANENT ACCOUNT NUMBER and Date:

- Photocopy to be enclosed.

27.10 Financial Status :

2013 – 2014 :

2014 – 2015 :

27.11 Income Tax Returns filed (for 3 years):

- Photocopy to be enclosed.

NAME OF THE TENDERER:

Place:

Date:

SIGNATURE OF THE TENDERER WITH SEAL.

Tender No: 16-0003-FIECONT dt. 11-04-2016

(ePortal No: MPML/2016-17-/IND569)

Biennial contract for collection, loading, transportation dumping of fly ash generated at AFBC / CFBC boilers / silo's, ESP surroundings for the biennium 2016-18

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PRICE BID FORMAT(Through E-Portal)

All rates & values should be in Rs.

| SI | Scope of Work | UOM | QTY for 2 Years | Rate | Value |
|-----------|---|------------|------------------------|-------------|------------------|
| 1 | 2 | 3 | 4 | 5 | 6 = 4 X 5 |
| 1 | Collection, Transportation, dumping of Fly Ash generated at AFBC Boiler/CFBC Boiler/Silos as per instructions and as detailed in the tender document. (ePortal Item Code 161700001) | MT | 75,000 | | |
| 2 | Total | | | | |
| 3 | Service Tax @ 14 % on 25% of the total | | | | |
| 4 | Swachha Bharath Cess @ 0.5 % on basic value | | | | |
| 5 | Grand Total (3 + 4) | | | | |

31. Note: Validity of the Offer: 90 days from the date of Price Bid (Part B) opening

Date:

SIGNATURE OF THE TENDERER
WITH SEAL / STAMP

Address:

Phone:

Mobile No: