



THE MYSORE PAPER MILLS LIMITED
MATERIALS DIVISION,



PAPER TOWN P.O., BHADRAVATI – 577 302, KARNATAKA, INDIA

Tel: +91 (8282) 271897; 270833 Fax: 270937. Email: mpmpurchase@gmail.com
CIN: L99999KA1936SGC000173

TENDER DOCUMENT
for
SALE DISPOSAL OF
BAGASSE PITH (2015-16 SEASON)
ON “AS IS WHERE IS BASIS”

Tender Notification No.	: FMT/9518/DSA/16 dt:26.08.2016
Tender Document Fee	: Rs.250/- (inclusive of taxes)
Last Date for downloading of tender document from www.mpm.co.in	: 14.09.2016 at 1.00 P.M.
Last Date for submission of tender	: 14.09.2016 before 3.00 P.M.
Date and Time of tender opening	: 14.09.2016 at 3.30 PM
Venue	: Office of the Asst Gen.Manager (Matls) i/c The Mysore Paper Mills Ltd Paper Town P.O. Bhadravati-577302

Ref. No.

Dt:

From:

To:

The Assistant General Manager(Materials) i/c
The Mysore Paper Mills Ltd.,
BHADRAVATI - 577 302

Dear Sir,

Sub: - Sale Disposal of 11,250 MT. Bagasse Pith [2015-16 season]
from Coal Yard on 'AS IS WHERE IS BASIS'

Ref: - Your Tender Notification No. FMT/9518/DSA/16, dtd. 26.08.2016.

In response to above mentioned tender I/we hereby quote our rates as
mentioned below:

SCHEDULE OF RATE LIST

Sl.No.	Description	Estimated Quantity	Rate per MT Rs.
1)	Bagasse Pith [2015-16 season]	11,250 MT	

(Rupees in words.....)

The above rates quoted exclusive of taxes and duties etc.

2) Validity of the offer: 90 days from the due date.

SIGNATURE OF THE TENDERER

INSTRUCTIONS TO TENDERERS [ITT]

- 1) Prospective tenderers are advised to visit the Mills premises and carefully study the working conditions/inspect the materials before submitting their quotation.
- 2) The tender document will be sold up to 1.00 PM on 14.09.2016. Filled tender form will be received up to 3.00 PM on 14.09.2016. The tenderers are requested to deposit the **Tender Document Fee** at MPM cash counter / furnish DD in the name of "**The Mysore paper Mills Ltd.,**" payable at **Bhadravati** and obtain the tender document. Tenderers who download tender from **mpm website: www.mpm.co.in** may send the tender document fee (by DD) prior hand or along with their quotation failing which their offer will be rejected. Late receipt of tender documents will not be accepted under any circumstances.
- 3) Tender Form should be accompanied with **Earnest Money Deposit of Rs.5,000/-**. The EMD should be paid by way of Bank Demand Draft drawn on any Scheduled Bank functioning at Bhadravati, drawn in favour of "The Mysore Paper Mills Limited, Bhadravati", Karnataka State. The tender forms not accompanied with prescribed EMD will be rejected without further notice. In case of successful tenderers EMD would be returned by way of Mills cheque after satisfactory completion of work. Pending EMD/Security Deposit amount against any tender work/Contract with Mill will not be adjusted against this or any other tender. Please ensure to submit fresh EMD along with the tender or otherwise the offer is liable to be rejected.
- 4) The tenderers are advised to quote their best rates as there may not be any negotiations.
- 5) The tender would be opened in front of the tenderers at 3.30 PM on 14.09.2016. All the tenderers are requested to attend or to depute their authorized and competent persons to attend opening of the tender and also to offer any clarification if needed.
- 6) Your tenders/Quotations should be valid for acceptance for a period of Ninety (90) days from the date of opening.
- 7) The Mills reserve the right to accept or reject all or any of the tender and also to waive, modify any or all condition stipulated in the Tender Notification without assigning any reasons whatsoever and also award the same work to more than one Purchaser.
- 8) Tenderers are advised to study the document thoroughly and furnish the relevant information and copies of documents, failing which the offers are liable for rejection.
- 9) **SELECTION CRITERIA (EVALUATION):** "Highest offer" will be considered for award of contract. MPM reserves the right to order for disposal of Pith for full / part quantity on one or more tenderers.
- 10) Tenderers should give their full name, correct address and all information required in the tender form. They shall affix full signature on the tender form at appropriate place. In case the tender is to be given in the name of the Company/Firm/Association, then the person signing the tender should obtain a Power of Attorney issued by the Competent Authority and attached to the tender.

I/We have herein enclosed a Demand Draft No..... dt.....
in favour of The Mysore Paper Mills Ltd., Bhadravati, Karnataka State for **Rs.5,000/-**
towards the **Earnest Money Deposit.**

I have read and understood the Terms and Conditions applicable to this work and I have retained one copy of the same for my reference.

Thanking you,

Yours faithfully

For

(Sign. of the Tenderer.)

Address: -

Phone No.

Mobile No.

PAN No.:

TERMS AND CONDITIONS

1.0 MATERIALS FOR DISPOSAL

1.1 SCOPE OF DISPOSAL :

The scope of Sale Disposal shall include the following activities.

- 1.2. MPM is Disposing of 11,250 MT Bagasse Pith (Fresh Bagasse Pith) generated during crushing season 2015-16 from Sugar Mill on as is where is basis. The Buyer will have to arrange for Collection and Shifting of the Bagasse Pith at Sugar Mill Yard and lift the material on pre payment.
- 1.3. Expeditious lifting of the Bagasse Pith without affecting any of our Mills activities and maintenance of cleanliness of the Mills is the essence of this Disposal Order. The entire Bagasse Pith will have to be lifted as per instruction of Reporting authority. Therefore the Purchaser is required to deploy sufficient manpower and trucks for transportation of the pith regularly on all days.
- 1.4. **Estimated Quantity:- 11,250 MT of Bagasse Pith generated during season 2015-16.**

The quantity indicated above is only approximate. Any variation in the quantity will not be subject matter of dispute or litigation.

2.0 RATE :

The rate QUOTED for the above shall be exclusive of all taxes, duties or any other Statutory levies which shall be extra at the prevailing rate to the account of purchaser.

3.0 PAYMENT TERMS :

The Purchaser is required to deposit the payments in advance towards the cost of material along with applicable taxes, duties, levies etc., by way of DD drawn in favour of Mysore Paper Mills Ltd., payable at Bhadravati. This advance payment is to be made for **minimum quantity of 500 MT** at a time and should be recouped before the amount is adjusted by way of lifting the Bagasse Pith. All payments shall be made before transportation of material out of the factory premises. No material will be given to buyer without the advance amount being available at MPM. After the completion of the quantity, any left over amount will be returned to the Buyer.

4.0 SECURITY DEPOSIT / EMD :

- 4.1. The Purchaser shall be required to pay towards the **Security Deposit equal to 5% of order value. The EMD amount of Rs.5,000/-** paid along with the tender will be converted as Security Deposit and only the balance amount will have to be paid by way of DD drawn in favour of Mysore Paper Mills Ltd., payable at Bhadravati within 7 days from the date of sale disposal order
- 4.2. The Security Deposit shall not bear any interest so long as it is held by the company as the Security Deposit.
- 4.3. Any unpaid claims, dues, debts penalties etc., payable by you to the company will be recovered from the Security Deposit returnable to you.

- 4.4. Also, in case of violation of any terms and conditions or trade practice or for unsatisfactory work the Security Deposit is liable for forfeiture.
- 4.5. The Security Deposit retained by the company will be returned only satisfactory execution of the Sale Disposal Order.
- 4.6. Security Deposit shall not be adjusted towards advance payment of the cost of the materials to be collected.

5.0 CONTRACT PERIOD:

The Sale Disposal Order will be VALID up to 120 days from the date of issue. The entire quantity will have to be lifted in about 120 days time. Further extension if any for shall be permitted at the same rate, terms and conditions at the discretion of the MPM Management.

6.0 REPORTING AUTHORITY:

- 6.1 For day-to-day Sale/Collection of Bagasse pith, the Purchaser will take necessary instructions from AGM (CE, TS & PB) i/c or their authorised representatives.

7.0 GROUP INSURANCE AND EPF :

The Purchaser will be responsible to obtain Workers Compensation Linked Group Insurance Policy against Accidental Risk, Injuries partial or otherwise disabilities and death while on duty for his workers for the contract validity period. The contractors/purchasers should have their own EPF & ESI code No. and enroll their labours under PF/ESI.

8.0 TERMINATION:-

- 8.1 MPM/Management reserves the right to terminate the disposal order by giving 7 days notice for reasons of unsatisfactory performance of sale disposal or malpractice. Such termination of the disposal order shall be at the risk and responsibility of the contractor/Purchaser.
- 8.2 In the event of such termination of the order any extra expenditure or loss accrued shall be debited to the contractor's accounts and shall be deducted out of the Security Deposit.

9.0 RIGHT OF FORECLOSURE:

MPM/Management reserves the right to foreclose the order contract at any time without assigning any reason. 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 Order / Contract.

10.0 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 cause 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 contractor/purchaser shall not be entitled to any benefits under this clause.

11.0 DISPUTES:

- 11.1 If at any time, any question, disputes or difference whatsoever, shall arise between the Contractor/Purchaser and the Employer in relation to or in connection with this Order / Contract, both the parties agree to resolve such differences by mutual consultations, failing which, either party may give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the final determination to MD.
- 11.2 In respect of all disputes, if any arising between the parties, the Courts situated in the Bhadravati shall alone have exclusive jurisdiction.

12.0 ISSUE OF GATE PASS :

The Reporting Authority will issue Gate Pass for the quantity for which advance payment has been made by the Purchaser.

13.0 WEIGHMENT:

The Weighment recorded at MPM weighbridge is final and binding on both the parties.

14.0 PENALTY:

- 14.1 In case the Purchaser fails to collect and remove the material in time or violate any terms and conditions of this sale disposal order or violate instructions of the reporting authority MPM reserves the right at its discretion to levy suitable penalty and/or to get the work done or to dispose off the material to any other agency at the prevailing rates and loss or damages suffered in such event will be debited to Purchasers account.
- 14.2 The non-satisfactory work on the part of the Purchaser may also lead to BLACKLISTING of the Purchaser and also forfeiture of EMD/Security Deposit.
- 14.3 In case of failure on the part of the Purchaser MPM also reserve the right to cancel the order in part or full and or to get the work done from an alternative agency at the entire risk and cost of the Purchaser.
- 14.4 Purchaser failing to remove the material as per the instructions of Reporting Authorities would also lead to forfeiture of EMD & SD.

15.0 OTHER CONDITIONS:

- 15.1 The MPM will not be responsible for any loss/damage caused to the Purchasers men or property while engaged in above Sale Disposal activities.
- 15.2 Any losses or damages caused to the MPM during Sale Disposal activities will be chargeable to the Purchaser. The Sale Disposal of the subject materials sold is on ' AS IS WHERE IS' basis. If the Purchaser wishes to clean/dust out he may do at his own cost.

- 15.3 Care should be taken to see that the surrounding equipment buildings etc., are not damaged and in case of loss or damages, the cost shall be borne by the Purchaser.
- 15.4 The Purchaser shall ensure that labourer employed by him are confined to the working spot allotted to them and any accident to his employees while on duty, purchaser shall be fully responsible and Mysore Paper Mill will not responsible for the same. Necessary insurance will have to be taken by the Purchaser.
- 15.5 The Purchaser shall be personally liable towards statutory obligations including any insurance for their workmen, in respect of the labourers engaged by him in due performance of the Purchase activities.
- 15.6 he Purchaser shall obtain necessary passes from the Security Officer for his worker or employees.
- 15.7 The Purchaser shall furnish the list of workers engaged by him in the factory premises (including addition or deletion to the list) for his purchase activities to the Incl. Relations Officer.
- 15.8 The Entry/Exit of the Purchaser's employees/workers shall be only as per the direction of the Reporting Authority and against permit issued. The physical checking of personnel as necessary shall be done while leaving work places.
- 15.9 The Collection and removal of the above said materials has to be arranged to the satisfaction of Reporting Authority.
- 15.10 Any materials brought by the Purchaser should be registered in the Security Office before the same is being brought inside the Mills.
- 15.11 All safety precautions should be followed while executing the sale disposal order.
- 15.12 The Purchaser should remove the material as per the instructions of Reporting authority and keep the places clean and tidy failing which suitable penalty would be levied at the discretion of the Reporting Authority.
- 15.13 Any injury or injuries to MPM personnel caused by the Purchaser of his men, the Purchaser will be held responsible and all the expenditure towards the treatment of such injured employee shall be to the account of the Purchaser.
- 15.14 The Purchaser shall not remove any materials other than what is specified in the Sale Order.
- 15.15 Sale Disposal order does not give the entire right over the material to the Purchaser. The owner will have right to keep any material with them.
- 15.16 The Purchaser shall not employ any labour below 18 years of age and above 60 years.
- 15.17 The Purchaser will have to make his own arrangement at his own cost for Loading and Transportation of the materials from MPM site. The truck driver who enter our Mills Gate should possess valid driving License and Valid Emission Certificate.

Sd/-

Asst. General Manager (Matls) i/c