

# THE MYSORE PAPER MILLS LIMITED

MATERIALS DIVISION, PAPER TOWN,  
BHADRAVATHI – 577 302, KARNATAKA, INDIA

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National Competitive Bidding

Tender Notification NO.0991-15:FMT:PCO Dated 09.12.2015 [ E-portal No.  
MPML/2015-16/IND 492/CALL-2]  
Tender Document for Supply of 10,000 MT +/- 5% of Sized Non - Coking  
Steaming Imported Coal [Indonesian Origin].

Due on 02.03.2016 at 15.00 hrs.

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# THE MYSORE PAPER MILLS LIMITED

MATERIALS DIVISION, PAPER TOWN,  
BHADRAVATHI – 577 302, KARNATAKA, INDIA  
Tender for

Procurement of 10,000 MT +/- 5% of Sized Non-Coking  
Steaming Imported Coal [Indonesian Origin]

TENDER NOTIFICATION NO: **0991-15:FMT:PCO** Dated 09.12.2015 [ E-portal No. MPML/2015-16/IND 492]

1	Company Name	<b>THE MYSORE PAPER MILLS LIMITED</b> , Paper Town, Bhadravati-577302, Shimoga District, Karnataka State
2	Purpose of this Tender	As per "Karnataka Transparency in Public Procurement of Act 2000"
3	Tender reference	0991-15:FMT:PCO Dated 09.12.2015 [ E-portal No. MPML/2015-16/IND 492/CALL-2]
4	Date and time of downloading of Tender Document	11.02.2016 from 9.00 hrs
5	Last Date and time for uploading of filled Tenders to e-portal (Both Part-I and Part-II)	02.03.2016 up to 15.00 hrs
6	Date and time for opening of Filled Tender documents [Technical Bid – Part-I ]	03.03.2016 at 15.30 hrs
8	Date and time for opening of Price bid [Price Bid – Part-II ]	Will be informed subsequently
9	Date and time for e-reverse auction, if conducted by MPM	Will be informed subsequently
11	Address for Communication	Asst. General Manager [Matls]i/c The Mysore Paper Mills Limited, Paper Town, Bhadravathi – 577 302 Shimoga [Dist.], Karnataka [State]

# THE MYSORE PAPER MILLS LIMITED

MATERIALS DIVISION, PAPER TOWN, BHADRAVATHI – 577 302  
KARNATAKA, INDIA

Tender for

Tender for Supply of 10,000 MT +/- 5% of Sized Non - Coking Steaming Imported Coal [Indonesian Origin] 6000 GCV and 15% Moisture.

## SECTION I. INVITATION FOR TENDERS (IFT)

DATE : 09.12.2015

IFT NO : 0991-15:FMT:PCO Dated 09.12.2015  
[ E-portal No. MPML/2015-16/IND 492/CALL-2]

1. The Mysore Paper Mills Ltd., Bhadravathi - 577 302, Karnataka State [Purchaser] invites sealed tenders in two parts from the Coal Mine owners or their duly authorized agents or importers for the supply, of the goods listed below in one consignment:  
  
Supply of 10,000 MT +/- 5% Sized Non - Coking Steaming Imported Coal [Indonesian Origin] 6,000 GCV and 15% Moisture.
2. The tenderers may submit tenders for the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents [and additional copies] may be downloaded from e-procurement portal [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) from 11.02.2016 to **02.03.2016 up to 15.00 Hours**, 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., Bhadravathi-577302, Karnataka State will not be held responsible for delay if any in submitting the offer with in the scheduled time.
4. Tenders must be accompanied by Bid Security of the amount specified in the tender document, Earnest Money Deposit of Rs. **9 lakhs** 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 and /or Rs. 5,000/- in the above form and balance in Bid Guarantee uploaded with offer and original to reach purchaser before the due date and time. The EMD shall have to be valid for 45 days beyond the validity of the tender.
5. Tenders must be uploaded **on or before 3.00 PM on 02.03.2016 and Part I – will be opened on 03.03.2016 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)

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.
7. MPM reserves the right to call for e-reverse auction. In case e-reverse auction is adopted, the same would be after opening of price bid. If MPM desires e-reverse auction, MPM shall furnish the date and time of e-reverse auction to the tenderers who's Part-1 of the tender is accepted and such tenderers are requested to register themselves and participate in the e-reverse auction. Participation in E-reverse auction is not compulsory.
8. The e-reverse auction will provide for decrement at Rs. 50/- per MT.
9. MPM will select the supplier from among the lowest of Tenderer [whose part-1 is accepted] out of price bid in e-tender / e-reverse auction.
10. Others details can be seen in the tender documents.

## SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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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 Limited, Bhadravathi 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 Tenderers 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 who 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 Tender, 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**

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 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**

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 Tenderer's 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**

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 manufacturers 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 as 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
    - (c) 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. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 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. All pages of the tender, except for unamended printed literature, shall be initiated by person or persons signing the tender.

- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the persons or persons signing the tender.
- 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:

Asst. General Manager [Materials]i/c  
The Mysore Paper Mills Limited,  
Paper Town, Bhadravathi-577302.  
Karnataka State, India.

(b) bear the Material Name, the Invitation for Tenders (IFT) title and number, and a statement "Do not open before 15.30 hours on 03.03.2016".

- 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 up to 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:**

18.1 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 03.03.2016** and in the following location:

The Mysore Paper Mills Limited,  
Paper Town, Bhadravathi-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 tender 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 lower 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.**

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.

The Purchaser's evaluation of a tender will exclude and not take into account.

- (a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

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.

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 or 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:

- (i) 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...<sup>3</sup> 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:**

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.

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 ward 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 wish to ascertain the grounds on which it's 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.

<b>Introduction</b>	
<b>Clause</b>	<b>Listed Information</b>
ITT 1.3	Add new clause as follows: "1.3 As a matter of Policy, The Mysore Paper Mills Limited, shall not consider any tender from the tenderer, who has a dispute pending in any court of law or pending arbitration in which The Mysore paper Mills is also a party."
ITT 3.1	Sub-Clause 3.1 a) shall be read as "Instruction To Tenderer (ITT) and Bid Data Sheet." Delete : l) Equipment and Quality Control Form.
ITT 4.1	For the words : "Telex or cable or fax: Read as: "Telex or cable or fax or e-mail"
<b>C- Preparation of Tenders</b>	
ITT 5.2	Any amendment / corrigendum to the tender will be published in e-portal website.
ITT 9.1	Delete the sentence: "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".
ITT 9.2 (I), (ii) and (iii)	Prices of the goods quoted shall <b>be on FOR Bhadravathi</b> inclusive of (i) All statutory levies. (ii) Carriage freight and insurance up to Port. (iii) third party inspection charges at the loading port by any internationally accredited independent laboratory like SGS / Bureau Veritas etc., (iv) Any statutory levy in India, C & F Agency charges, stevedoring charges, port handling charges, loading to rakes, and transportation from Port to MPM site by rail.
ITT 9.2 (iv)	For the word "Clause 4 of the Special conditions of contract" Read as "Clause 7 of the Special conditions of contract".
ITT 9.3	Deleted.

ITT 9.4	<p>For:          "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"</p> <p>Read as:</p> <p>Prices quoted by the Tenderers other than Railway freight, taxes and duties in Purchasers country, shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. Any variation in railway freight / taxes and duties in India, at the time of execution of contract, shall be to Purchaser's account. A tender submitted with an adjustable price quotation will be treated as non-respective and rejected, pursuant of ITT Clause 22"</p>
ITT 10	<p>Tender Currency:          The clause gets revised as follows:</p> <p>In price bid format, the CIF Price shall be quoted in USD and other charges in Indian Rupees.          As provided in the format, the CIF price in USD shall e converted to Indian Rupess by multiplying the exchange prevailed on 2 days before [Ex.: If uploading date is 3<sup>rd</sup>, exchange rate shall be as on 1<sup>st</sup>] the due date fixed for uploading the offers and added with the other charges to arrive at landed price at MPM which will be considered for evaluation. This total price per MT landed at MPM Bhadravathi will have to be uploaded to the e-tender.</p>
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'.)"
ITT 11.2 a.	This clause applies for supply of Sized Non coking Steaming Imported Coal [Indonesian Origin] covered in this tender.
ITT 11.2 b.ii	For the words "Equipment" Read as "Sized Non Coking Steaming Imported Coal [Indonesian Origin]"
ITT 12.2 b	Delete the paragraph

ITT 13.3	This clause shall get revised as follows: Tenders must be accompanied by Bid Security / Earnest Money Deposit of Rs. <b>9 lakhs</b> 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. Alternatively Rs. 5,000/- in the above form and balance in Bid Guarantee uploaded with offer and original to reach purchaser before the due date and time. The EMD shall have to be valid for 45 days beyond the validity of the tender.
ITT 15	Format and Signing of Tender: The tender will have to be uploaded and signed on e-procurement portal only.
<b>D- Submission of Tenders</b>	
ITT 16.1	Add the following at the end of this sub-clause: "The Tenderer shall submit his bid two parts as below: Part-I: Part-I will shall contain the Bid Security/ Earnest Money Deposit, Pre-qualification documents, General and Special conditions of contract, Schedule of Requirements, Technical specifications, Tender form, and Contract form (with out price). Part-II: Part-II will contain only the price schedule. <b>The Tenderers will have to be uploaded and signed on e-procurement portal only.</b>
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	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.
ITT 22.5	The third sentence in the para shall be read as  "Deviations from or objections or reservations to critical provisions such as those concerning performance security (GCC Clause 6), 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 Taxes & Duties (GCC Clause 32), Delivery schedule indicated in the Schedule of Requirements (Section V) and Technical Specifications (Section VI) will be deemed to be material deviation."



ITT 23.1	<p>Add in the beginning:</p> <p>"The 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 further evaluation."</p>
ITT 23.2	Deleted.
ITT 23.3	Delete Sub clause 23.3 (b), 23.3 (c), 23.3 (d), 23.3 (e), 23.3 (f) and 23.3 (g)
ITT 23.4	<p>Delete Sub clause 23.4 (b), 23.4 (c), 23.4 (d), 23.4 (e), 23.4 (f) and 23.4 (g)</p> <p>Purchaser will consider the prevailing railway freight, taxes and duties / customs duty payable in India to arrive at the evaluated landed price.</p>
<b>E- Award of Contract</b>	
ITT25.2	<p>Add in the end:</p> <p>The tenderer shall ensure that the offer meets the conditions of contract and the technical specification as indicated in the tender document.</p>
ITT 25.3	<p>For:</p> <p>"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."</p> <p>Read as:</p> <p>"An affirmative determination will be pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers tender. The Purchaser will proceed with evaluation of offer of only the tenderers who meets the qualification criteria as per Section VII."</p>
ITT 26.1	<p>This clause gets revised as follows:</p> <p>"Subject to ITT clause 28, the Purchaser will award the Contract to the Lowest evaluated tenderer in e-tender / e-reverse auction, among the qualified tenderers."</p>

ITT 30.1	<p>For          "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."          Read as:          This clause is revised as follows:</p> <p>"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 or a Purchase Order incorporating all agreements between the parties.</p> <p>If desired, the contract / order will be divided into two parts</p> <ul style="list-style-type: none"> <li>a) Purchase Order on the Overseas principals for material on CIF Indian Port basis</li> <li>b) Work order on your authorised agency towards C &amp; F Agency, stevedoring, handling at port, up to loading operations.</li> </ul>
30.2	<p>For:          "Within 21 days of receipt of the Contract form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser."          Read as:          "Within seven days of receipt of contract form / purchaser order, the successful tenderer shall forward the order acceptance".</p>

Asst. Gen. Manager [Matls]i/c

### SECTION III:GENERAL CONDITIONS OF CONTRACT

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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**

These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **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 as 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**

- 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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 Goods 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:
- 7.7 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.
- 7.8 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.8.1 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) Suppliers 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**

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**

9.1 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 those 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 Payment terms being 100% payment by way of Letter of Credit on 90 days Usance Credit. Out of 90 days credit, 30 days interest to MPM's account and balance 60 days interest to Beneficiaries account. All Letter of Credit Banker's charges to MPM account and all Banker's charges including Letter of Credit discounting, interest and other charges of the Negotiation Banker to supplier's account.
- 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 deliver 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 judgment 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 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 Supplier's receipt of notice of termination shall be accepted by the Purchaser 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 thereunder 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.

27.2.1 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.

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

27.3 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 are exchanged by the parties 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 CONDITIONS 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 Limited, Paper Town, Bhadravathi-577 302, Karnataka.

h) The supplier is.....

i) Purchaser's country is India.

j) Project site is "The Mysore Paper Mills Limited, Paper Town, Bhadravathi-577 302, and Karnataka."

#### **2. Patent Rights (GCC Clause 5)**

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:

"On acceptance of the bid, the Supplier shall furnish a security – cum – Performance Bank Guarantee in the Proforma attached vide Section XI from a Nationalized/Scheduled Bank in India, (except IDBI) within 7 (seven) days from the receipt of the Letter of Award of the Bid, for an amount equivalent to 10% of total order value. The EMD paid along with the tender to e-portal will be converted as Security Deposit and hence the Security Deposit Bank Guarantee shall cover the value equal to 10%



of order less the EMD paid to e-portal. EMD obtained in the form of bid guarantee shall be returned after receipt of 10% value performance security. Alternatively, if the Supplier desires to furnish the Bank Guarantee for the entire amount prescribed, the EMD submitted shall be refunded. The Security Deposit will be retained by the purchaser till the satisfactory completion of the contract. On the performance and completion of the contract, in all respect, the Security-cum-Performance Bank Guarantee will be returned to the Supplier, without any interest. The Security-cum-Performance Bank Guarantee shall remain in full force and effective during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall continue to be enforceable for 60 days after the date of last shipment of the material contracted to be purchased.

The Security – cum - Performance Bank Guarantee and/or any amendment there to shall be executed on Rs. 200/- stamp paper.

#### **4. Inspection and Tests (GCC Clause 7)**

Add the following clause after sub clause 7.5:

##### **7.6 Facilities for test & examination (loading end)**

The purchaser shall at his discretion shall have the right to, arrange for testing of the coal before loading. The testing shall be done at Purchaser's expenses. The Supplier shall provide/arrange without extra charge, any such materials as equipment, tools of every kind of which the Purchaser or his nominee may consider necessary for any tests and examination which he or his nominee shall require to be made of the proposed material at the Port.

##### **7.7 Load Port Analysis:**

Third Party Inspection should be arranged by Supplier at the Loading Port through reputed agency such as SGS, M/s Lloyds, M/s Bureau Veritas , PT Succofindo, PT Geo Services etc. Certificate of sampling and analysis at the Load Port should be provided by Supplier at his cost for the consignment. The Load Port Analysis (On ADB Basis) shall include

1. Size of Coal / Sieve Analysis
2. Gross Calorific Value in K. Cal./Kg
3. Total Moisture percentage
4. Inherent Moisture percentage.
5. Ash content percentage.
6. Volatile matter percentage.
7. Fixed Carbon Percentage.
8. Sulphur percentage.

Shipment will be rejected if the coal quality is not according to the specifications.

##### **7.8 Testing at Discharge Port:**

The Third Part Inspection will be arranged by Purchaser at Discharge Port for Sieve Analysis, which will be done at Mangalore Port, through a National Accredited Laboratory and it will be binding on both parties. Purchaser shall provide all necessary assistance including Hitachi / JCB etc/ to the Third Party Inspector in collection and arranging the test at Discharge Port.

Supplier shall inform the date and time of the sieve analysis which shall be witnessed by Purchasers representative.

If less than 3 mm size records more than 25%, the consignment will be rejected at the Supplier cost and responsibility and the Supplier shall replace the correct quality of coal immediately.

#### **7.9 Testing / Rejection at the Mysore Paper Mills Limited site:**

The Sampling and inspection of coal received at the MPM site will be done as per IS: 436 and IS: 1350.”

At MPM site 5 samples are to be collected by first 3<sup>rd</sup> party inspection agency [appointed by MPM] as per standards and to be distributed as follows:

Sample No.	Distribution
1	The sampling agency [first 3 <sup>rd</sup> party] will take for testing at his laboratory.
2	The sample to be handed over to MPM for sending to CPRI, Bangalore, the second 3 <sup>rd</sup> party inspection agency for testing
3	The sample to be handed over to MPM for its own testing.
4	The sample to be handed over to MPM for keeping it as referee sample.
5	The sample to be handed over to MPM for keeping it for sending to Supplier in case of demand from Supplier arises within in 3 months from date of receipt.

The sampling shall be obtained in presence of MPM authorities.

The Total Moisture (ARB) will be tested at MPM Laboratory by first 3<sup>rd</sup> party agency. Total Moisture analysis, done at MPM site is final and binding.

The other parameters are tested at two 3<sup>rd</sup> party inspectors laboratories. One of the 3<sup>rd</sup> party agency will be CPRI, Bangalore.

The average of test results given by both the first 3<sup>rd</sup> party and second 3<sup>rd</sup> party namely CPRI, Bangalore shall be considered as final and binding on both parties for quality and price / quantity adjustment.

It may be noted that the test results obtained at the port of loading are only for the reference.

The supplier is also advised to be present and witness weighment at MPM, unloading, sampling and testing of Total Moisture. He may also collect the sample earmarked for Supplier if he so desires.

The entire rake will be rejected at MPM site in the event of quality of coal not adhering to the technical specifications as stipulated in this tender.

MPM will bear the second 3<sup>rd</sup> party inspection agency charges [i.e., CPRI, Bangalore] and the Supplier shall bear the 3<sup>rd</sup> party inspection charges for first agency.[estimated current 3<sup>rd</sup> party inspection charges is at Rs. 2.25 per MT plus 14% Service tax. ]”

The sampling and analysis should contain inter-alia, the following:

**Sampling & Testing at Mysore Paper Mills Limited, Bhadravathi by Third Party:**

- i) Gross Calorific Value in Kcal/kg (ADB).
- ii) Total moisture percentage (ARB).
- iii) Moisture percentage (ADB).
- iv) Ash content percentage (ADB).
- v) Volatile matter percentage. (ADB).
- vi) Fixed carbon percentage. (ADB).
- vii) Sulphur percentage. (ADB).

In case of rejection at MPM site, the Supplier shall take back such material and shall make his own arrangements to dispose off the same to any other buyer at his own risk and cost. The Supplier shall be responsible for lifting and transporting the rejected Coal immediately. MPM is not responsible for any shortage, deterioration, spontaneous combustion, etc. if the consignment of coal is rejected due to non-conformity of the specifications at MPM site.

Delete sub-clause 7.6: Manuals & Drawings, including clauses 7.6.1, 7.6.2 and 7.6.3.

**5. Packing (GCC Clause 8)**

Delete this clause.

**6. Delivery and Documents (GCC Clause 9)**

**METHOD OF INVOICING:**

Material shall be invoiced initially based on the draft survey weight at the loading port by an Independent Agency at the cost of the Supplier for provisional customs duty assessment. However, Quantity as per MPM Weighbridge weight and quality as per 3<sup>rd</sup> party inspection agency's sampling & analysis conducted shall be conclusive and form the basis for the Invoice to be submitted for payment purposes. Supplier may depute their representative for witnessing weighment, sampling and analysis at MPM factory.

**Documents for Customs Duty:**

For supplies from Association of South East Asian Nations (ASEAN) countries, we are entitled to avail concessional import duty. Therefore, in case of supplies from ASEAN, the supplier should provide necessary CERTIFICATE OF ORIGIN (FORM A1) in the prescribed format to avail applicable concessional Import

Duty. Otherwise MPM would recover the additional duty amount paid if any from the Supplier's due payment.

Upon shipment of goods by rake, the Supplier shall notify by fax / e-mail the Purchaser full details of dispatches of materials including contact number, to get the description of goods, quantity, value of goods, gross & net weight, name of the consignee etc. to purchasers Bhadravathi Office as below:

Asst. General Manager [Materials]i/c  
The Mysore Paper Mills Limited,  
Paper Town,  
Bhadravathi - 577 302,  
Karnataka, India.

Tel: 0091-8282-271897 / 270833  
Fax: +91-8282-270937  
Email: [mpmpurchase@gmail.com](mailto:mpmpurchase@gmail.com)

In case any quantity is left over after the supply of rakes and the balance quantity is not making one rake, in such cases, the Supplier is at liberty to supply through Road transport, in which case the freight will be reimbursed at the prevailing railway freight rate.

#### **7. Insurance (GCC Clause 10)**

Marine and Inland Insurance coverage till receipt of coal at MPM, shall be the responsibility of the Supplier.

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

#### **8. Incidental Service (GCC Clause 12)**

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

- a. Testing of coal at Load port and furnishing the Load port test certificate.
- b. Loading on to the Vessel and furnishing the details of dispatches to MPM.
- c. Unloading at Port of Discharge
- d. To bear all port charges, Tonnage dues, light dues and other taxes, assessments and charges which are customarily payable loading / discharge ports to be borne by the Supplier.
- e. Stevedoring, Handling, arranging railway rakes, advise to MPM on payment of customs duty, loading to rakes, transportation etc. to MPM Bhadravathi.
- f. Insurance of material till coal reaches MPM Bhadravathi.
- g. Taking up insurance claims, if any.
- h. Obtaining necessary clearances of FERA and other related statutory requirements if any, as applicable for import of Coal from concerned Ministry of Govt. of India.
- i. Any other service required for satisfactory completion of the contract.

- j. Pre-birthing delay will be to Supplier account only.
- k. Any other service required for satisfactory completion of the contract.

Note: Coal unloading at Mills site, will be done by Purchaser, at its cost.

**9. Spare Parts (GCC Clause 13)**

Deleted.

**10. Warranty (GCC Clause 14) :**

The Supplier 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 Bhadravathi. If the material supplied does 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, immediately 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) immediately, 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 pro-rata reduction if so desired by Purchaser.

**11. Payment (GCC Clause 15)**

**Payment of CIF Port charges:** 100% Payment on CIF value shall be made by MPM by establishing irrevocable Letter of Credit on 60 days Usance Credit against submission of the documents detailed below. All Letter of Credit opening Banker's charges to MPM account and all Bankers' charges including Letter of Credit discounting, interest and other charges of the Negotiation Banker's to supplier's account. The supplier shall furnish the following documents:

- a) 2/3 sets of Original on Board Clean Ocean Bill/s of Lading.
- b) Singed Commercial invoices in triplicate for the quantity of receipt at MPM site as certified by MPM based on the 3<sup>rd</sup> party inspection agency test reports for the cargo received by MPM. The invoice should be made after making due adjustment for Moisture, Ash and Gross Calorific value.
- c) Bill of exchange to be drawn for 100% of invoice value.
- d) The third party inspection report carried out at MPM certifying that the material is in accordance with the specification of the contract.
- e) Certificate of Origin in quadruplicate (Form A1)

- f) A certificate in quadruplicates that one negotiable copy of Bill of Lading along with four copies of non-negotiable copies. Invoice based on Load port analysis report and other documents mentioned above have been sent direct to the Purchaser with in 7 days from the date of Bill of Lading.
- g) Copy of fax / e-mail advise of shipment in quadruplicate.
- In case supplies made on High Sea Sale basis, Payment will be effected in Indian Rupees at the inter banking closing cash rate (after deducting cash sport from spot rate) prevailing on the date of Bill of Lading. If Bill of Lading date falls on non market day, the exchange rate prevailing on previous working day as above will be applicable. On receipt of credit complaint documents, the supplier will be paid immediately.
  - All the shipment documents, including non-negotiable copies, should be in ENGLISH only and should be SIGNED by the supplier.
  - Original shipping documents should be presented to the Bankers with a clear instruction that they should send the original documents to the L/C opening Bank by Courier Service. Courier charges will be to Supplier's account.
  - The above intimation should be followed by Non-negotiable copy of documents to the addresses as mentioned in the Purchase Order.
  - The supplier should instruct the shipping company at loading point to advise the concerned at discharge point to issue delivery order against Indemnity Bond.
  - In order to facilitate provisional customs duty assessment the following documents are to be sent to MPM by courier/fax.
    1. Commercial Invoice based on the load port sampling and analysis report and draft survey report.
    2. Copy of Bill of Lading
    3. Copy of Certificate of Origin (**Form A1**).
    4. Copy of Load port Certificate of Sampling & Analysis
    5. Copy of Certificate of Weight
    6. Copy of Draught Certificate
    7. Copy of Shipping Advice
  - In case the original Bill of Lading bears any printed terms on backside, the detail of such terms should be sent along with non-negotiable copies also.
  - Third party Bill of Lading is not acceptable.

**Payment of Customs Duty:** On receipt of the advise from the Supplier about the Customs duty payable, MPM would pay the customs duty applicable to customs authorities.

**Payment of other charges:** Other charges such as Port Handling charges, and other charges if any, Loading at Indian Port, Railway Freight, etc. will be paid with in 45 days from the date of receipt of rake at MPM after calculating the amount payable as per the quality test report.

**Freight charges** : The FOR price indicated in this tender includes the Railway freight prevailed on the date 2 days before the due date fixed for uploading the offer. Any variation in the railway freight is to the account of MPM. However Supplier shall furnish documentary evidence for such change in the railway freight both at the time of quotation and execution of contract. Any over loading / under loading charges shall be to the account of Supplier. MPM shall reimburse the freight to Supplier at the prevailing rate of freight per MT multiplied by quantity received at MPM after the adjustments if any for quality acceptance criteria as per order terms.

In case some coal is left over and does not make one rake, the Supplier shall be at liberty to arrange supply through Rail/ Road Transport and complete the quantity. MPM will consider payment of prevailing railway freight for such transportation.

It is relevant to mention here that the supplier furnishes the performance security in time to enable purchaser release payment.

## **12. Prices (GCC Clause 16)**

The price payable i.e., CIF Price in USD and Port Handling Charges etc. (other than railway freight and taxes and duties) in Indian Rupees, as stated in the contract shall be firm during the performance of the contract.

The CIF Indian Port Price in USD indicated shall be paid in Indian Rupees at the inter banking closing cash rate (after deducting cash sport from spot rate) prevailing on the date of Bill of Entry. If Bill of Entry date falls on non market day, the exchange rate prevailing on previous working day as above will be applicable. On receipt of credit complaint documents, the supplier will be paid immediately.

## **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. Subcontracts (GCC clause 20):**

This clause shall get revised as follows:

The Supplier shall not sublet, transfer, assign or otherwise part with the contract or any part thereof to any third party either directly or indirectly.

## **15. Delays in the Supplier’s Performance (GCC clause 21) :**

Sub clause 21.2 gets revised as follows:

For:

"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."

Read as:

"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. Supplier shall have Purchaser's permission prior to shipping the material against unfulfilled part of delivery schedule."

#### **16. Liquidated Damages (GCC Clause 22)**

For:

"Subject to GCC Clause 24, if the supplier fails to deliver 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."

Read as:

"Subject to GCC Clause 24, if the supplier fails to deliver 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,

- a. 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 5% of the Contract Price for undelivered goods. Once the maximum is reached or delay exceeds 10 weeks, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

And / Or



- b. To procure from alternative source at the risk and cost of Supplier.”

**17. Termination for default (GCC Clause 23)**

Under Sub-clause 23.1. c),

For the word “Borrower”

Read as “Purchaser”.

**18. Termination for insolvency (GCC Clause 25):**

For:

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.

Read as:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier,

- a. the supplier becomes bankrupt or goes into liquidation or
- b. makes a general arrangements for the benefit of it creditors or;
- c. a receiver is appointed for all the property owned by supplier.

Upon receipt of said Termination Notice, the party receiving the Notice shall discontinue Supplies on the Contract and matters connected with it.

In the event of termination of the Contract, all Supplies for which Supplier has received payment but of which delivery has not been affected, shall be placed at the disposal of Purchaser on the date of such termination, and the risk and property therein shall pass to Purchaser at the same time. Any supplies performed by Supplier up to the date of such termination which has not been paid for at that date but which is subsequently paid for shall be placed at the disposal of Purchaser at the date of such payment and the risk and property therein shall pass to Purchaser.

**19. Settlement of Disputes (GCC clause 27)**

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

- a) 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.

- b) 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.
- c) 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.

## 20. Notices (GCC clause 31)

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

Purchaser: The Asst. General Manager [Matls]i/c  
The Mysore Paper Mills Limited,  
Paper Town, P.O.  
Bhadravathi-577302,  
Karnataka State.

Tel: 0091-8282-271897 / 270833  
Fax: +91-8282-270937  
Email: [mpmpurchase@gmail.com](mailto:mpmpurchase@gmail.com)

Supplier: [To be filled in at the time of contract Signature]

.....

.....

## 21. Taxes and duties (GCC clause 32)

Replace the existing clause with following:

All statutory levies levied in the country of origin/Supply shall be borne by the Supplier. All statutory levies levied in Purchaser's country shall be paid at the prevailing rates at the time of execution of contract.

It may be noted that the Mysore Paper Mills Ltd., is registered under the Karnataka Sales Tax Act and Central Sales Tax Act. KST No is 00700381 and TIN is 29560132497 and the CST No. is 00750384. The necessary Form 'C' declaration or Form 37, as the case may be, as and when required, may be obtained directly from AGM (Matls) i/c.

The Bidder/their authorized working agent should furnish relevant Sales tax Number registered with the concerned sales tax authorities and the same should be indicated in the tender.

**22. 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;

**23. 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.

**24. Weighment:**

The Weighment recorded at Purchaser's weighbridge shall be binding on both the Supplier and Purchaser. MPM shall issue certificates indicating the weight in respect of each rake within 2 working days from the Weighment date. Payment shall be based on the Weighment recorded at Purchaser's weighbridge.

In case any wagon is not weighed the RR weight shall be adopted.

**25. Jurisdiction :**

For any disputes, the courts at Bangalore shall have jurisdiction.

**26. Mode of despatch:**

By Sea and Rail.

**27. Issues related to environment authorities/public**

Issue related to environmental issues including public grievances (if any) shall be to the responsibility of the bidder.

**28. Receipt of burnt coal at mills:**

If burnt/burning coal is received at the Mills then the same will have to be manually unloaded. The cost towards this including demurrages/penalty with additional 15% as supervision charges shall have to be borne by the bidder.

**29. Non-waiver:**

Failure on any occasion of either party to insist upon strict adherence to any of the provisions of the Contract or to enforce any of his rights under the laws specified under Governing Law hereof shall not be construed to be a waiver of such provisions or rights in any manner.

**30. Contract binding on successors:**

The Contract shall accrue to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

**31. Change in Port / Mode of Shipment :**

In case the Supplier is unable to ship the goods to the port of shipment agreed and wants to change the port of shipment, and if there is any extra expenditure to Purchaser to get the coal to its site, due to such change in port, 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 provided by the Supplier.

**32. Vessel & Age:**

Supplier shall be free to fix charter/liner vessels excluding overaged / unclassed vessels.

However, shipments will be entertained only through conference line vessels/Liner Vessels certified by Lloyds (or) Equivalent agency.

Vessel age should be less than 26 years. The requirement that all the vessels should be "Classified vessels" that are classified with one of the classification societies as per the "Institute Classification Clause" has also to be complied with. Certificate for Sea worthiness of the vessel and for the age of the vessel should be provided along with shipping documents, Certified by the respective shipping companies.

**33. 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.

**34. Order Acknowledgement :**

Immediately after receipt of order, supplier should send 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 WITHOUT FAIL.

Asst. Gen. Manager [Matls]i/c

## SECTION V: SCHEDULE OF REQUIREMENTS

### Part-1

#### Schedule -I

SL No	Brief Description	Unit	Quantity in MT	Delivery Schedule	EMD/Rs.
1	Supply of Sized Non - Coking Steaming imported Coal [Indonesian origin]	MT	10,000 MT +/- 5%	<p>Shipment to be made with in one month from the date of LC. It is proposed to obtain 10,000 MT +/-5% in three rakes as follows:</p> <p>First rake – within 5 days of arrival of vessel at port on receipt at the port.                      Second rake – on 15<sup>th</sup> day of receipt at port.                      Third rake – on 25<sup>th</sup> day of receipt of port.</p> <p>With this, entire quantity of 10000 Mt should be supplied to MPM site in about 25 to 30 days from date of arrival at Indian Port.                      MPM reserves the right to alter the shipment schedule at its discretion.</p>	9 Lakhs

#### Incidental Services:

- l. Testing of coal at Load port and furnishing the Load port test certificate.
- m. Loading on to the Vessel and furnishing the details of dispatches to MPM.
- n. Unloading at Port of Discharge
- o. To bear all port charges, Tonnage dues, light dues and other taxes, assessments and charges which are customarily payable loading / discharge ports to be borne by the Supplier.
- p. Stevedoring, Handling, arranging railway rakes, advise to MPM on payment of customs duty, loading to rakes, transportation etc. to MPM Bhadravathi.
- q. Insurance of material till coal reaches MPM Bhadravathi.
- r. Taking up insurance claims, if any.
- s. Obtaining necessary clearances of FERA and other related statutory requirements if any, as applicable for import of Coal from concerned Ministry of Govt. of India.
- t. Any other service required for satisfactory completion of the contract.
- u. Pre-birthing delay will be to Supplier account only.
- v. Any other service required for satisfactory completion of the contract.

Note:

1. Coal unloading at Mill's site, will be done by Purchaser, at its cost.
2. The quantity indicated above is approximate only. Purchaser has the option to increase or decrease the quantity by 25% at the time of ordering.
3. The order quantity may be increased / decreased by 25% at the same price, terms and conditions during the validity of order/ contract, subject to mutual acceptance.
4. Purchaser reserves the right to release more than one order for its requirements.

## **SECTION - VI TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS / SCOPE OF WORK FOR SUPPLY  
OF  
SIZED NON - COKING STEAMING IMPORTED COAL 6000 GCV  
AND 15% MOISTURE [INDONESIAN ORIGIN]**

## TECHNICAL SPECIFICATIONS

### 1.1 Scope

This Tender covers supply of 10,000 MT +/- 5% quantity of Sized Non Coking Steaming Coal of foreign origin, in about 3 rakes @ 3300 to 3500 MT per rake, for use at the MPM, Bhadravathi, Karnataka, India, from coal miners or joint ventures OR their authorized agents or Importers as per the specifications. The coal is to be transported by Rail from Indian Port to MPM, Bhadravathi (MPM Railway Exchange Yard).

### 1.2 Price

- 1.2.1 The Supplier is to state, in the form of tender his lowest prices net per metric tone on CIF Indian Port in USD and Port Handling and other charges including transportation to MPM, Bhadravathi Railway siding, Karnataka India basis in Indian Rupees. The unloading of coal at mills will be done by MPM at MPM's cost.
- 1.2.2 The prices shall include the Customs duty, railway freight which is prevailing on two days before the due date for uploading the offer. If any difference is found between the freight quoted and as per railway tariff, the Supplier shall be responsible for the same.
- 1.2.3 The prices stated above are also to include all rights (if any) of patent, registered design or trade mark and the Supplier shall indemnify the Purchaser against all claims in respect of the same.
- 1.2.4 All prices quoted shall be per metric tonne on CIF Indian Port and F O R destination (MPM Railway Exchange Yard by rail movement) basis in the Indian Currency. All break-up prices shall be indicated in Rupees.
- 1.2.5 The evaluation of the price shall be based on the FOR destination landed cost basis. MPM will consider the prevailing customs duty and freight for evaluation of the landed price.

### 1.3 Basis of payment and price adjustment:

The Basis of payment for the coal received shall be the quantity and quality of coal as received at MPM.

### 1.4 Variation in case of rail freight

The F.O.R. price quoted shall be with the current rail freight from port to MPM, Bhadravathi. Any variation in railway freight is to the account of MPM. However Supplier shall furnish documentary evidence for such change in railway freight both at the time of quotation and execution of contract.



Note : MPM shall reimburse the freight to supplier at the prevailing rate of freight per MT multiplied by the quantity received at MPM after the adjustments if any for quality acceptance criteria as per order terms.

## 1.5 Quantity / Price Adjustment:

- a. The weight of each rake shipment of coal received at MPM would be checked on wagon weighing facility available at MPM. The Gross and Tare weight to be taken for each wagon and the net weight arrived at. The total moisture content, of coal would be checked and compared with guaranteed values as indicated above. In case any wagon is not weighed, the RR weight shall be adopted. MPM shall issue certificates indicating the weight in respect of each rake within two working days of the Weighment.

### b.) Adjusted Price for Gross calorific value (GCV)

Pro-rata adjustment based on the report submitted by the third party Inspection Agency for GCV (ADB) of the coal sample collected at MPM site will be calculated as follows:

$$\text{Adjusted Price} = \frac{\text{Quoted Price} \times \text{GCV (on ADB) as per third party Inspection Report}}{\text{GCV (ADB) indicated in PO}}$$

For example, if price is Rs. 5,000/- per MT and GCV received is 5,725 K cal/ Kg, then price applicable will be,

$$\text{Price applicable} = \text{Rs. } 5,000.00 \times 5,725 / 6000 = \text{Rs. } 4,770.83 \text{ per MT}$$

No upward price increase will be effected if the GCV (on dry basis) of coal received as mentioned in the purchase order.

### c) Total moisture (as received basis)

If the total moisture (as per the analysis report submitted by the third party inspection agency based on the sample collected at MPM site) exceeds the PO specifications, the adjusted weight of the consignment will be worked out as per the following formula.

Moisture Correction on Weight –

$$M = \frac{100 + [X - \text{Moisture as per third party inspection report (ARB)}]}{100}$$

Where X is the moisture percentage as per PO. However, no upward increase in quantity would be accepted in case the total moisture is below 15% [ARB].

For example, if Total moisture obtained is 17%, Where X = 15 % is the moisture percentage as per Purchase order

Multiplication factor for arriving revised qty M =  $[100 + 15 - 17]/100 = 0.98 \%$

However, no upward increase in quantity would be accepted in case, the total Moisture is below purchase order specification.

**d. Excess ash content**

The weight of the consignment will be adjusted on any increase in ash above the PO specification as per the following formula as received at MPM site and tested by Third Party.

Correction factor on high Ash content if ash records 14%–

$$A = 1 - \left[ \frac{\text{Ash \% as per third party Inspection Report (ADB)} - \text{Ash\% as per PO}}{100} \right]$$

$$\text{Example: } A = 1 - \left[ \frac{14 - 10}{100} \right] = 0.96 \%$$

However, no upward increase in quantity would be accepted in case the % of ash content is below the specified level.

If 'W' is weight of consignment as per MPM Weigh bridge report.

Corrected Weight on account of Moisture and Ash correction will be

$$W \text{ (Corrected)} = 'W' \times 'M' \times 'A'$$

W = Let us assume 3,580 MT as the weight of Coal received as weighed at MPM Weigh Bridge against 3,750 MT despatched from the port.

$$\begin{aligned} \text{Therefore } W \text{ [Corrected]} &= 3,580 \text{ MT} \times 0.98 \times 0.96 \\ &= 3,368.064 \text{ MT} \end{aligned}$$

Accordingly, the payment would be made for 3,435.010 MT of Coal only.

$$= W \text{ [corrected]} \times \text{Adjusted Price for GCV}$$

$$= 3,368.064 \text{ MT} \times \text{Rs. } 4,770.83 = \text{Rs. } 1,60,68,460.77$$

## 1.6 Penalty for excess fines

The following formula shall be applicable for levying penalty in case minus 3 mm size of the coal is above 15% and up to 25%.

$$\text{Penalty for Excess fines (Rs per MT)} = \text{Price quoted} \times 1 - \left[ \frac{\text{GCV quoted} - (\text{C} \times \% \text{ fines in excess})}{\text{GCV quoted}} \right]$$

Where C = Wt. of UC in FA (0.01) x Wt. of ash in coal x Wt. of FA x 8059 K Cal/Kg.

Legend	C	= Correction Factor
	UC	= Un-burnt Carbon
	FA	= Fly Ash
	8059	= Heat Value of Carbon in K Cal/Kg.
	FA%	= Fly Ash in total Ash.

For Example: 1% increase in UC in FA where

$$\begin{aligned} A &= 11\% \text{ and FA} = 80\% \text{ of A} \\ C &= 0.01 \times 0.11 \times 0.8 \times 8059 \\ &= 7.09 \text{ k. Cal / Kg.} \end{aligned}$$

Assuming the price quoted is Rs.5000/- Per MT, the Gross Calorific value is 6000, ash as 11% and where excess fines are 1% the penalty works out to:

$$\begin{aligned} \text{Penalty} &= \text{Quoted price} \times \text{Quality correction} \\ &= \text{Rs.5,000} \times 1 \left[ - \frac{6000 - (7.09 \times 1)}{6000} \right] \\ &= \text{Rs.5.91 / M T} \end{aligned}$$

Note: If the fines are between 20% & 25%, the penalty will be doubled. Beyond 25% MPM reserves the right to reject the consignment.

From the above example, the penalty for excess fines between 15% to 20% will be at Rs. 5.91 per MT for every 1% increase and will be at Rs. 11.82% for every 1% increase between 20% to 25% fines.

## 1.7 Method of invoicing:

Materials shall be invoiced based on the weight taken by the purchaser's authorities, on electronic weigh bridge available with purchaser, as the purchaser have got Wagon weighing facility at MPM. This Weighment by the Purchaser shall be conclusive and form the basis for final settlement of payment, after making due adjustment on account of moisture, etc. Suppliers may, at their cost, depute their representative for witnessing

the Weighment at MPM end. Other quantity/price variation will be done as per the terms mentioned above.

## 2.0 Specification of coal to be supplied

2.1 The imported coal supplied shall conform to Technical Specifications. The Gross Calorific Value (GCV), moisture content, ash content, Volatile Matters and Sulphur content on ADB basis shall be within the range as indicated hereunder. The coal supplied will be acceptable if the GCV, Total Moisture, ash content and size of coal are within the said range and is liable for rejection in case these limits are exceeded.

2.2 The guaranteed value and GCV, moisture content, ash content and the Size of coal for the quoted price is as follows:

### SPECIFICATION

SL No	Technical data	Guaranteed value	Acceptance range with pro-rata price/ quantity modification	Rejection level
1	Gross Calorific Value [ADB]	6,000 k. Cal/kg	5,600 k. Cal/kg – Single prorata reduction on price	Less than 5,600 k. Cal/kg
2	Total Moisture [ARB]	15 % Max.	15% to 20% – Single prorata reduction on Quantity	More than 20 %
3	Ash [ADB]	10 % Max.	10 % to 14 % – Single prorata reduction on Quantity.	More than 14 %
4	Sulphur [ADB]	Less than 0.8 %	-	-
5	Volatile Matter [ADB]	25 % to 45 %	-	More than 45%
6	Size of coal	0 to 50 mm [less than 3.0 mm size max 15 %]	Minus 3.0 mm size between 15 % to 20 % with - Single pro-rata Between 20 % to 25 % - Double Pro-rata reduction in price.	Minus 3.00 mm beyond 25%

**ADB – Air Dry Basis,**

**ARB – As Received Basis.**

The tenderers offered coal specification should meet the Guaranteed values indicated above. The tenderers offered coal specification which do not meet all the Guaranteed value is liable for rejection.

All the coal wagons shall be covered with tarpaulins to avoid water entering into coal due to rains.

2.3 For excess moisture, pro-rata weight deduction will be made.

## 2.4 ACCEPTANCE OF SUPPLY:

In the event of an order, the Imported Coal supplied will be tested as per the above clause and analysis report of the Independent Inspection Agencies e will be final and MPM's decision on acceptance or rejection will be final and binding on the supplier.

#### **2.5 REJECTION OF MATERIAL:**

If the consignment of coal is rejected due to non conformity of the specifications, the Supplier shall reimburse the expenditure incurred by MPM towards cost of coal inclusive of all expenses such as Customs Duty, wharfage charges, transportation and handling charges if any from Discharge Port to Plant Site at MPM, Unloading charges incurred by MPM, and other charges within a week, on receipt of intimation from MPM and clear the consignment from MPM site, with out any extra expenditure to MPM.

**SECTION VII: QUALIFICATION CRITERIA**  
**BIDDER'S PRE-QUALIFICATION REQUIREMENTS**

## SECTION VII: QUALIFICATION CRITERIA

### BIDDER'S PRE-QUALIFICATION REQUIREMENTS

#### 1.1 Bidder's qualifying requirements:

The Bidder or Seller of Imported Coal shall possess the following minimum qualifying criteria:

- 1.1.1 The Bidder shall quote for complete tender quantity i.e., 10,000 MT +/- 5% to be supplied.
- 1.1.2 The Bidder shall produce a Power of Attorney to his persons who will be signing in case of submission of tenders & award of contract.
- 1.1.3 The bidder shall quote for the coal specification covered under this tender and not for any other variety / quality of coal.
- 1.1.4 Any Bidder black listed by any State or Central Public Undertakings in India will not be considered and his offer will be rejected. The Bidder shall give a declaration to this effect.
- 1.1.5 In the event that the bidder is a joint venture formed of two or more companies, the purchaser requires that all the parties of the joint venture accept joint and several liabilities for all obligations under the contract. Bids submitted by a joint venture of two or more firms, as partners shall comply with the following additional requirements:
  - a) The successful bidder shall sign the Form of Agreement so as to legally binding on all.
  - b) One of the partners shall be authorized to be in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners.
  - c) The partner in charge shall be authorized to incur liabilities and receive instructions on behalf of any one or of all partners of the joint venture and the entire execution of the contract including payment shall be done exclusive with the partner in charge.
  - d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above.
  - e) A copy of the agreement entered into by the joint venture partners shall be submitted with the technical bid.
- 1.1.6 Notwithstanding anything stated above, the purchaser reserves the right to assess the credibility, capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

1.1.8a] The tenderer should be a miner/Importer [and not an agent] who must have mined/Imported tested and supplied the Sized Non-Coking Steaming Imported Coal [Indonesian Origin] similar to the type specified in the "Scheduled of requirements" Sized Non-coking Steaming Imported Coal [Indonesian Origin] up to at least the quantity required [i.e., 10,000 MT +/- 5%] in any two year of the last five years as on the date of tender opening.

Tenderer shall furnish the information on all past supplies and satisfactory completion of order.

b] Tenderer should have turn over of minimum of Rs.12,00,00,000.00 in any two of the past five years.

The tenderer shall furnish the information on all past supplies and satisfactory performance for both [a] and [b] above, in proforma under section XII.

1.1.9 Manufacturers authorization / Mine support letter:

In case of submission of offer by an Agent / Importer, the tenderer should furnish a copy of the Support letter from the Mine Owner (as per format attached) for offering Non Coking –coal (Imported to MPM against this tender. Detailed specifications of coal offered against this tender should be furnished in the above support letter.

The Mine support letter should have been issued in favour of the supplier on whom the order is to be released and the original support letter should be received directly from the Mine Owner.

The offers of those who do not provide the said document are liable for rejection.

SL NO	Year	Turnover [Rs.]	Quantity Supplied
1	2010 - 2011		
2	2011 - 2012		
3	2012 - 2013		
4	2013 - 2014		
5	2014 - 2015		

2.1 Details of the tenderer to be furnished:

1	Name of the Bidder	
3	Name of the authorized Agent, if any his address, Telephone Nos, etc.,	
4	In case of consortium of company or Joint venture firm they should produce following documents I] Partnership deed or Similar documents	



	II] Equity participation Documents	
5	Name[s] and positions [s] of person [s] who may be contacted for further information if required [With e-mail id and phone No. ]	
6	Quantity offered: [Tenderer should offer for entire quantity 10,000 + 5% MT in one shipment. Part quantity offer will not be accepted]	
7	Nature of firm/company, whether manufacturer / Miner or Agent or Importer trader [if Agent / Importer, letter of authorization to be furnished]	
8	Sales Tax Certificate 1. Sales Tax NO. at 2. Sales Tax NO. at 3. Sales Tax NO. at	
9	Country of Origin	
10	Location of coal mine from which coal will be imported	
11	Name of coal Mining Company from which coal will be imported	
12	Delivery offered	
13	Name of the Bankers	
14	Tenderer agrees for having gone through the tender terms and conditions, delivery schedule and the specification and agrees for the same.	
15	No of orders to be placed : Whether one order for entire scope or two orders, one for CIF Indian Port basis and the other for Port handling charges, railway freight etc. If two orders are preferred, indicate the name and address for both order to be placed. a) Name and address to which Purchase	

	Order to be released on CIF Indian port basis. b) Name and address to which work order including port handling charges etc. to be issued.	
16	LC beneficiary's name and address and overseas banker's address.	
2.2	Enclosures	
1	Documentary evidence for having imported min. 10,000 MT $\pm$ 5% MT per year to India in two out of past five years enclosed	Enclosed/Not enclosed
2	Power of Attorney for the tender signing authority	Enclosed/Not enclosed
3	Income Tax clearance certificate	Enclosed/Not enclosed
4	Test Certificate issued by accredited Independent Laboratory of Sampling and Testing Analysis Report	Enclosed/Not enclosed
5	Confirmation of Bidder about any Blacklisting by any state or public undertaking in India	Enclosed/Not enclosed
6	In case of consortium of company or Joint venture a) Partnership deed or similar documents b) Equity participation documents	Enclosed/Not enclosed

The tenderers should enclose all the relevant supporting documents as prescribed in the Pre-qualification requirement, failing which Tenders are liable for rejection. The Tenderers should confirm the acceptance of all Commercial Terms and conditions and the Coal Specification.

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 Notification NO: 0991-15:FMT:PCO Dated 09.12.2015 [E-portal No. MPML/2015-16/IND 492/CALL-2]

Signature:  
State Title Whether Proprietor/Partner)  
Name / Address of the firm:  
Seal of the firm

Date :

## SECTION VIII : TENDER FORM

Date .....

IFT NO: 0991-15:FMT:PCO Dated 09.12.2015  
[ E-portal No. MPML/2015-16/IND 492/CALL-2]

To: The Mysore Paper Mills Ltd., Paper Town, and Bhadravathi-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 imported coal in conformity with the said tender documents for the sum indicate din the 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.....2016

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(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

## PRICE SHEDULE

**PART II: PRICE FORMAT**

**TENDER NO: 0991-15:FMT:PCO Dated 09.12.2015 [ E-portal No. MPML/2015-16/IND 492/CALL-2]**

**10,000 MT +/- 5% Sized Non Coking Steaming Imported Coal**

SI No	Particulars	Price per MT
1	Sized Non Coking Steaming Imported Coal [Indonesian Origin] – CIF Indian Port price – in USD	
2	Exchange rate in IRS prevailing as on 2 days before the due date for uploading of offer – 1 USD =	
3	CIF Indian Port Price in IRS [ SI No. 1 x 2]	
4	Prevailing customs duty [ This will be at actual at the time of supply]	
5	Port handling, loading and other charges if any Rs.per MT	
6	Any other tax/ duty % or Rs. per MT to be specified	
7	Railway freight to MPM exchange yard - Rs. per MT	
8	Total Landed Cost at MPM, Bhadravathi in Rs. per MT	"XX"

Note: Tenderer should upload the per MT price "XX" as above in the e-portal. Further the break up of price in the above format should also be uploaded in the financial bid.

Details of railway freight indicated above:

Railway freight per MT of coal prevailing:

Port in which coal is being imported.	Distance between the Port and MPM in Kms.	Basic freight per MT	DPC	DS	Serv. Tax	Any other charges	Total per MT

Any Agency commission payable to Agent, included in above price: -----

Name and address of Supplier on when PO is to be relevant:

Port from where coal will be despatched : -----

Note In case of discrepancy between unit price (words).....

Total tender price in Rs.

& 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:

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

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 that 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) (herein after 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 the .....day of.....20.....

Signature and Seal of Guarantors

.....  
Date.....20.....  
Address:.....

**SECTION XII**

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

**Proforma for Performance Statement for the last five Years**

IFT NO: 0991-15:FMT:PCO Dated 09.12.2015 [E-portal No. MPML/2015-16/IND  
492/CALL-2]

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/equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7	8
				For 2009-10			
				For 2010-11			
				For 2011-12			
				For 2012-13			
				For 2013-14			
				For 2014-15			

Signature and Seal of the Tenderer

## **SECTION XIII:-MANUFACTURERS' / MINE OWNERS AUTHORIZATION FORM\***

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

No\_\_\_\_\_dated

To  
The Mysore paper Mills Limited,  
Paper Town,  
Bhadravathi - 577302  
Karnataka State  
India

Dear Sir,

Sub: Tender for supply of Steaming (Non-coking) coal – reg

Ref: Tender No. **0991-15/FMT/PCO dt. 09.12.2015 [ e-tender No. MPML/2015-16/IND 492/CALL-2]**

We..... [ Name of Producer / manufacturer] who are established and reputable manufacturers / producers of Steam Coal .....(name and description of goods offered) having factories / Mine at.....(address of factory / Mine ) do hereby authorize M/s.....(Name and address of Agent) to submit a tender, negotiate and sign the contract with you for the goods manufactured / Mined 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 / Mined by us, against this specific tender.

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 tender.

### **Specifications of Imported coal offered:**

SL No	Technical data	Guaranteed value	Specifications offered
1	Gross Calorific Value [ADB]	6,000 k. Cal/kg	
2	Total Moisture [ARB]	15 % Max.	
3	Ash [ADB]	10 % Max.	
4	Sulphur [ADB]	Less than 0.8 %	
5	Volatile Matter [ADB]	25 % to 45 %	

6	Size of coal	0 to 50 mm [less than 3.0 mm size max 15 %]	
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Yours faithfully,

(Name)

(Name of manufacturers / Producer/ Mine Owner)

**Note:** This letter of authority should be on the letterhead of the manufacturer / Producer / Mine Owner 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.