

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

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

Page 1 of 43

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

**THE MYSORE PAPER MILLS LTD
PAPER TOWN, BHADRAVATI – 577302
KARNATAKA INDIA**

TEL. 0091 8282 273002 / 08282-270201(8 lines) Extn. No.2411, 2573,
2563

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PART -A

Tender No: 15-1038-FIE CRMT dt. 21-12-2015

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

(Inward File No: FIECRMI150170)

On line Submission Date 14-03-2016

Name of Work:

**Biennial Contract for Out Sourcing of Operation and
Maintenance of Power Block Division**

(Through E-Portal: :<http://www.eproc.karnataka.gov.in>)

Issued To:

Issued By: AGM (Projects, CE & TS)i/c

TENDER FOR

NAME OF WORK: Biennial Contract for Outsourcing of Operation and Maintenance of Power Block Division	
TENDER REFERENCE	15-1038-FIE CRMT dt: 21-12-2015 (ePortal No: MPML/2015-16/IND545)
DATE OF COMMENCEMENT OF / DOWN LOADING TENDER DOCUMENT STARTS FROM	12-01--2016 As per ePortal
LAST DATE of Enquiries / clarifications from MPM	29-01-2016 Up to 17 hours As per ePortal
DATE of Pre bid Meeting	02-02-2016 at 11 hours As per ePortal
LAST DATE OF SUBMISSIOIN OF ON LINE TENDER	14-03-2016 Up to 15 hours As per ePortal Contact person: Sri. Nagaraj D K AGM (PB)i/c Mobile:9972581031 Sri. KS Jagadish, AGM(P.T&ES) Mobile:9972581028
TIME & DATE OF OPENING OF TECHNICAL BID	16-03-2016 at 15 hours As per ePortal
TIME & DATE OF OPENING OF FINANCIAL BID	18-03-2016 AT 15 hours as per eportal
TENDER FORM FEE	As per ePortal
EMD AMOUNT	Rs. 10,80,000/- As per ePortal
ADDRESS FOR COMMUNICATION	Office Of The AGM (Projects, CE & TS)i/c The Mysore Paper Mills Ltd., Bhadravati-577 302. Karnataka State.(08282-273002)

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

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

PART- A :- Technical / Pre-qualification / Commercial Parts covering all technical/commercial aspects of the work involved and Earnest Money Deposit.

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

TENDER FOR THE WORK OF: Biennial Contract for Outsourcing of Operation
and Maintenance of Power Block Division
(Through E-Portal)

SECTION 1 : INVITATION FOR TENDERS

1. The Mysore Paper Mills Limited Bhadravati-577 302 invites tenders from eligible tenderers for the works detailed under the SECTION – SPECIFICATION by considering the all terms and conditions covered in this tender document.
2. The tenderers may submit tenders for all of the works given above. Tenderers are advised to note the qualification criteria specified in Section 3 to qualify for award of the contract.
3. Tender documents and Anexures can be downloaded. the Tenderers shall submit their quotations containing pre-qualification documents. – As per ePortal along with the EMD.
4. Tenders must be accompanied by Earnest Money Deposit (EMD) of the amount specified in the tender document, drawn in favour of The Mysore Paper Mills Limited Bhadravati-577 302 EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days .
5. The Pre-qualification / Technical / Price Bid shall be in submitted- As per ePortal. The last date submission on line tender is as per Portal. Offers will be opened as per ePortal.
6. MPM reserves the right to reject any or all tenders at its own discretion without assigning any reason whatsoever.
7. Tenderers should give their full Name, correct Postal Address and all information required in the Tender form. . In case, the Tender is to be awarded in the name of the Company/Firm/Association, then the person signing the Tender on behalf of the Company / Associates should obtain a Power of Attorney issued by the Competent Authority and attach to the Tender.
8. Other details are covered under the various Sections and Annexure of this tender document.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**TABLE OF CLAUSES**

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

1. Eligible Tenderers

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka. As a matter of Policy, the Mysore paper Mills Ltd., 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.

B. TENDER DOCUMENTS

2. Contents of Tender Documents

2.1 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:

- 2.1 Section 1: Invitation For Tender (IFT)
- 2.2 Section 2: Instructions To Tender (ITT)
- 2.3 Section 3: Form of Tender and Qualification Information
- 2.4 Section 4: Conditions of Contract (CC)
- 2.5 Section 5: Contract Data (CD)
- 2.6 Section 6: Specifications
- 2.7 Section 7: Drawings
- 2.8 Section 8: Bill of Quantities
- 2.9 Section 9: Form of Bank of Guarantee for Security Deposit
- 2.10 Annexure 1: Specifications and Scope of Work
- 2.11 Annexure 2: Bill of Quantities
- 2.12 Annexure 3: Price Format
- 2.13 Annexure 4: General Terms & Conditions

2.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

3. Amendment of Tender Documents

3.1 At any time prior to the deadline for submission of tenders, the Bidder/Tenderer may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.

3.2 All prospective tenderers 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.

3.3 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

4. 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 in another language provided they are accompanied by an accurate translation of the relevant passages in **English** language in which case, for purposes of interpretation of the Tender, the translation shall govern.

5. Documents Comprising the Tender

The tender prepared by the Tenderer shall comprise the following components:

- 5.1 A Tender Form and a Price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
- 5.2 Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- 5.3 Documentary evidence established in accordance with ITT Clause 10 that the goods and ancillary services to be supplied by the Tenderer conform to the tender documents; and
- 5.4 Earnest Money Deposit furnished in accordance with ITT Clause 11.

6. 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, quantity and prices.

7. Tender Prices

- 7.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the **services** it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the Bill of Quantities and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of 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
- 7.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - 7.2.1 The price of the **services** quoted including all duties and sales and other taxes already paid or payable
 - 7.2.2 Any Indian duties, sales and other taxes which will be payable on the **services** if this Contract is awarded;
 - 7.2.4 The price of other incidental services listed in Clause 10 of the Conditions of Contract
- 7.3 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-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

- 9.1 Pursuant to ITT Clause 5, 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
- 9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
 - 9.2.1 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 3.

10. Documents Establishing services Conformity to Tender Documents

- 10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all services which the tenderer proposes to supply under the contract..
- 10.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of :
 - 10.2.1 A detailed description of the essential technical and performance characteristics of the services
 - 10.2.2 A list giving full particulars, including available sources and current prices, of tools & tackles , etc., necessary for the proper and continuing functioning of the services for a period of three years, following commencement of the use of the services by the Purchaser;

11. Earnest Money Deposit (EMD) As per ePortal

- 11.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section 4 Conditions of Contract.
- 11.2 The EMD is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.7.
- 11.3 The EMD shall be denominated in Indian Rupees and shall:
 - 11.3.1 At the tenderer's option, be in the form of either a certified check, pay order, a demand draft, from a nationalized/Scheduled Bank located in India..
 - 11.3.2 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 12.2.
- 11.4 Any tender not secured in accordance with ITT Clauses 11.1 and 11.3 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.

- 11.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause
- 11.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.
- 11.7 The EMD may be forfeited, if a Tenderer :
- 11.7.1 Withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form.
- 11.7.2 Does not accept the correction of errors pursuant to ITT Clause 19.3;
- 11.7.3 In case of a successful Tenderer, if the Tenderer fails:
- 11.7.4 To sign the Contract in accordance with ITT Clause 26; or
- 11.7.5 To furnish performance security in accordance with ITT Clause 27.
- 11.7.6 Tenderer must remit along with their Offer an EMD amount of Rs. 10,80,000, out of this total EMD amount, Rs. 5,000 is to be paid thro' e-Pyament and remaining amount may be paid thro' BG or DD or in any other form as detailed in the ePortal.
- 11.1.7 The EMD paid through DD will be returned by way of a Cheque to the unsuccessful Tenderer after finalization of the Tender. The EMD amount will not attract any interest.
- 11.1.8 The EMD paid through DD by the Successful Tenderer will be returned by way of a Cheque in case he submits a Bank Guarantee for the prescribed amount towards Security Deposit covering the period of one year and three months otherwise; the EMD amount will be converted as Security Deposit.
- 11.1.9 Incase the Bidder backs out in between from the Tender during processing of award of the Contract his EMD is liable for forfeiture.

12. Period of Validity of Tenders

- 12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 12.2 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 fax). The earnest money deposit provided under ITT Clause 11 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.

D. SUBMISSION OF TENDERS As per ePortal

Cable or facsimile tenders will be rejected.

13. Deadline for Submission of Tenders

- 13.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 14.2.1 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.
- 13.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, 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.

14. Late Tenders

Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15, will be rejected and/or returned unopened to the Tenderer.

15. Modification and Withdrawal of Tenders

- 15.1 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.
- 15.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 15.3 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 a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

16. Opening of Tenders by the Purchaser

- 16.1 The MPM will open all tenders, **as on the date and time specified in the E-Portal**
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.
- 16.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 15.
- 16.3 Tenders (and modifications sent pursuant to ITT Clause 17.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

17. Preliminary Examination

- 17.1 The MPM 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/Authorized Dealers, without proper authorization from the manufacturer as per Section 3, shall be treated as non-responsive.
- 17.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit furnished is inadequate for all the schedules, the MPM 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 earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the Bill of Quantities of the Tender document.
- 17.3 The MPM 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.
- 17.4 Prior to the detailed evaluation, pursuant to ITT Clause 20, the MPM 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 (CC Clause 4), Warranty (CC Clause 12), Applicable law (CC Clause 19), and Taxes & Duties (CC Clause 21) will be deemed to be a material deviation. The MPM 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 17.5 If a tender is not substantially responsive, it will be rejected by the MPM and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

18. Evaluation and Comparison of Tenders

- 18.1 The MPM will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 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 7, 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 for the MPM in deciding award(s) for each schedule.

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

18.2 The MPM 's evaluation of a tender will take into account, in addition to the tender price of the services such price to include all costs as well as duties and taxes paid or payable, the following factors, in the manner and to the extent indicated in ITT Clause 20.4 and in the Technical Specifications:

18.2.1 The cost of service;

18.3 Pursuant to ITT Clause 20.3, one or more of the following evaluation methods will be applied:

18.4 Cost of Services:

F. AWARD OF CONTRACT

19. Post qualification

19.1 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 9.2 and is qualified to perform the contract satisfactorily.

19.2 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 9, as well as such other information as the Purchaser deems necessary and appropriate.

19.3 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.

20. Award Criteria

Subject to ITT Clause 24, 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.

21. MPM 's right to vary Quantities at Time of Award

The MPM reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Bill of Quantities without any change in unit price or other terms and conditions.

22. MPM 's Right to Accept or Reject Any or All Tenders and to foreclose the contract.

22.1 The MPM reserves the right to accept or reject any tender, and to annul 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.

22.2 Contract may be foreclosed at any time of the contract period at the discretion of the MPM management by giving 3 months advance notice, whose decision is final.

23. Notification of Award

- 23.1 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.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, 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 11.

- 23.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

24. Signing of Contract

- 24.1 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.
- 24..2 Within 20 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

25. Performance Security

- 25.1 Within 20 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 Section 9 of tender documents or in another form acceptable to the Purchaser.
- 25.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 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.

SECTION 3: FORM OF TENDER AND QUALIFICATION INFORMATION

TABLE OF FORMS

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5	AGREEMENT FORM	19
6	MANUFACTURERS' AUTHORIZATION FORM (MAF)	20

SECTION 3 : FORM OF TENDER AND QUALIFICATION INFORMATION

1 TENDER FORM

Date :.....

IIFT No :.....

TO: (Name and address of purchaser)

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 and deliver.....*(Description of Goods and Services)* in conformity with the said tender documents for the sum of*(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender. 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 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 12.1 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 competing 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.

Dated this day of 19

signature

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

2 ELIGIBILITY CRITERIA REQUIREMENTS FOR PRE-QUALIFICATION:

- 2.1 Tenderer should have experience in similar type of job.
- 2.2 Tenderer should possess PAN Card Number and produce Service Tax Registration Number on award of the Contract and produce the copies of the documents while submitting the Tender in case he is already having the same.
- 2.3 Tenderer must have Employee State Insurance (ESI) Code and Provident Fund (PF) Code of their company and remit the ESI and PF contributions of their workers under that code. If the tenderer do not posses these codes, in the event of issuing work order on the successful tenderer, they shall furnish the same within one month from the date of issue of work order. In this effect the tenderer shall furnish an undertaking in a Rs. 200 bond paper. If the tenderer fails to furnish these codes then MPM reserves the right to cancel the work order. Besides payments will be withheld till such codes are provided. In this regard MPM's decision is final.
- 2.4 Tenderers shall furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified.
- 2.5 The Tenderer should be a Service Provider firm who must have provided O & M Services of our capacity power plant or higher capacity power plant at lease three Numbers in the last 5 years executed satisfactorily
- 2.6 Service Provider must visit site and obtain all confirmation / Clarifications before submitting the offer.
- 2.7 Pre-Bid meeting will be held at site in which all clarifications / Confirmations well be provided must attend the meeting to get first hand information about the site conditions.

2.2 Details of Turn over:

Sl No	Year	Turnover in Rs.	Whether P & L a/c and Balance sheet copy enclosed in support of the same.
01	2012-13		Yes / No
02	2013-14		Yes / No
03	2014-15		Yes / No

Signature and Seal of the Tenderer.....

- Note: Copies of the Supporting documents should be Uploaded to E-Portal
- 2.5 Service Tax Registration Certificate No. & Date: - Uploaded to E-Portal
- 2.6 PAN Number and Date: Photocopy to be enclosed.- Up loaded to E-Portal
- 2.7 Income Tax Returns Filed (for 3 years): - Up loaded to E-Portal
- 2.8 ESI and PF code - Photocopy to be enclosed. Up loaed to E-Portal

**3. LETTER OF ACCEPTANCE
(letterhead paper of the Employer)**

To: _____ [date]
_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

_____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees

_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 27.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 27.2 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

4. NOTICE TO PROCEED WITH THE WORK

Issue of Notice proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 27.1 and signing of the contract agreement for the _____ (Name of the Work) a Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

5. AGREEMENT FORM (TO BE EXECUTED IN BOND PAPER)

THIS AGREEMENT made theday of....., 20... Between M/s The Mysore Paper Mills Ltd., Bhadravathi hereinafter called as Purchaser and M/s hereinafter called Supplier of (City and Country of Supplier).

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (Brief Description of Goods and Services Name of work) vide work order number & date.----- dt.----- has accepted a tender by the Supplier for the supply of those goods and services in the sum of Rs. (Rs. ----- (Contract Price in Words and Figures) only (hereinafter called "the Contract Price").

All the terms and conditions covered under the various Sections and Annexure of the tender document against which this work order is issued deemed to form and be read and construed as part of this Agreement.

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 M/s The Mysore Paper Mills Ltd., Bhadravathi by Manager (IE) on behalf of the Purchaser

In the presence of -----

- 1.
- 2.

Signed, Sealed and Delivered for and on behalf of by it's duly constituted attorney

M/s ----- (Supplier)

Signature of the Supplier with Designation, and Seal

In the presence of -----

- 1.
- 2.

6. MANUFACTURERS' AUTHORIZATION FORM (MAF)

(Please see Clause 9.2 of Instructions to Tenderers)

No. dated

To

Dear Sir:

IFT No.

We who are established and reputable manufacturers of *(name and description of goods offered)* having factories at *(address of factory)* do state that:

(a) M/s *(Name and address of Agent)* is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT; **OR**

(b) M/s -----*(Name and address of the Authorized Dealer)* is our accredited/authorized Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

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

This format can be suitably modified in case of manufacturer's warranty and guarantee are not applicable for the items for which tenders are invited.

SECTION 4 : CONDITIONS OF CONTRACT (CC)

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SECTION 4: CONDITIONS OF CONTRACT (CC)

1 Definitions

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

- 1.1 "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;
- 1.2 "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4 "Services" means services **such as operation and maintenance of Power Block** and other obligations of the Supplier covered under the Contract;
- 1.5 "CC" means the Conditions of Contract contained in this section.
- 1.6 "SCC" means the Special Conditions of Contract contained in this section.
- 1.7 "Purchaser" means the The Mysore Paper Mills Limited, Bhadravathi-577302 Karnataka State who is purchasing the Goods and service
- 1.8 "**Service provider**" means the **providing** Services under this Contract.
- 1.9 "Government" means the Government of Karnataka State.
- 1.10 "State" means the Karnataka State
- 1.11 "Project Site", where applicable, means the place or places named in CC.
- 1.12 "Day" means calendar day.

2. Application

- 2.1 These Conditions of Contract shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The **services provided** under 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. Performance Security

- 4.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Value, valid up to 60 days after the date of completion of **providing services**.

OR

- 10% of the running bill amount will be deducted as performance / Security deposit
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

4.3.1 A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; **or**

4.3.2 A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.

4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

4.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

5. Inspections and Tests

5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. CC and the 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.

5.2 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.

5.3 Nothing in CC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Payment

6.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in the CC.

6.2 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 CC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

6.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

6.4 Payment will be made 100% after completion of the work against the supplier's bill / invoice subject to certification by the user department subject to the submission of performance security for the 10% of the contract value or based on the other payment terms as mutually agreed.

6.5 Payment shall be made in Indian Rupees.

6.6 Payment to the service provider will be restricted to 10% over and the above manpower cost incurred by the service provider. Service provider has to furnish the manpower cost incurred by him to provide the services under the scope specified in the tender.

7. Prices

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

8. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Delays in the Supplier's Performance

9.1 performance of the Services shall be made by the Supplier **service provider** in accordance with the time schedule specified by the Purchaser in the Bill of Quantities.

9.2 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.

9.3 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 17, unless an extension of time is agreed upon pursuant to CC Clause 16.2 without the application of liquidated damages.

9.4 For other penalty details please refer Clause 6.13 of Annexure 1, Section 6 of Tender document Specification.

10. Liquidated Damages

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 CC Clause 18.

11. Termination for Default

11.1 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:

11.1.1 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 CC Clause 16; or

11.1.2 If the Supplier fails to perform any other obligation(s) under the Contract.

11.1.3 If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 18.1, 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.

12. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

13. Notices

13.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, or facsimile and confirmed in writing to the other Party's address specified in CC.

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14. Taxes and Duties

14.1 Suppliers shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. While quoting the prices, applicable taxes are to be considered by the agency and indicate separately. If the taxes are not indicated separately, then the quoted prices will be considered as inclusive of taxes

14.2 The copies of the certificates pertaining to the financial and tax registration aspect of the agency viz., VAT / PAN / CST / CENVAT / Central Excise Duty / Central Service Tax Registration / Income Tax Certificates / Provident Fund (PF) Registration certificate etc., whatever applicable are required to be submitted for scrutiny and checking from our Finance division, failing which payment to the agencies may be held as per the discretion of the MPM.

15. Special Conditions of Contract (SCC)

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

15.1. Inspection and Tests (CC Clause 5)

The inspection procedures and tests are required by the Purchaser as specified in the Specifications, Scope of Work and elsewhere in this tender document.

15.2. Delivery and Documents (CC Clause 7)

Upon delivery of the Goods, the supplier shall furnish to the Purchaser the following documents:

15.2.1 One Original and two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

- 15.2.2 One Original and two Copies of packing list identifying the contents of each package;
- 15.2.3 Insurance Certificate;
- 15.2.4 Manufacturer's/Supplier's warranty certificate;
- 15.2.5 Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

15.3. Incidental Services (CC Clause 10)

The services covered under Clause 10 shall be furnished and the cost shall be included in the contract price:

15.4. Payment (CC Clause 13)

- 15.4.1 Monthly O & M Bills will be paid within 30 days of the submission of invoices
- 15.4.2 On Final Acceptance: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.
- 15.4.3 Other than above type of payment if purchaser and supplier mutually agrees for different type of payment same may be followed.
- 15.4.4 Payment to the service provider will be restricted to 10% over and the above manpower cost incurred by the service provider. Service provider has to furnish the manpower cost incurred by him to provide the services under the scope specified in the tender.

15.5. Notices (Clause 20)

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

Purchaser:

AGM (Projects, CE & TS)

M/s The Mysore Paper Mills Limited

Bhadravathi-577 302 ,. KARNATAKA STATE, INDIA

Supplier:

(To be filled in at the time of Contract signature)

.....
.....
.....
.....

15.6 Safety

Successful tenderer shall follow the safety procedure and norms laid down by Purchaser, i.e., The Mysore Paper Mills Ltd., Bhadravathi 577302, whenever carrying out any type of work within the premises of the Purchaser. Any failure in this aspect by the tenderer will be viewed seriously and Purchaser reserves the right to put penalty and / or reserves the right to cancel the tender awarded to the agency.

15.7 Labour laws compliance

- 15.7.1 During continuance contractor and there sub contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notification and by laws of the state or central government or local authority and any other labour law (including rules)., regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the state or the central government or the local authority. The contractor shall keep the employer indemnified in case any action against the employer by the competent authority an account of contravention of any of the provisions of any act or rules made there under regulations or notification including amendments. If the employer is caused to pay or reimburse such amount as may be necessary to caused or observe, or for non – observance of the provisions stipulated in the notifications / by loss acts/ rules/regulations including amendments, if any, on the part of the contractor. Employer shall have the right to deduct any money due to the contractor including there amount of security deposit. The employer shall also have right to recover from the contractor any some required or estimated to be require for making good the loss or damages suffered by the employer. The employees of the contractor and their sub contractor in no case shall be treated as the employees of the purchaser at any point of time
- 15.7.2 Successful tenderer shall follow the legislation laid down by the Govt. of India about the labour laws while carrying out the work in the premises of Purchaser, i.e., The Mysore Paper Mills Ltd., Bhadravathi 577302, failing which Purchaser reserves the right to suitable action against the tenderer. Some of such laws are Provident Fund (PF) payment / Insurance etc., to the workmen of the supplier who carries out the works in the premises of The Mysore Paper Mills Ltd., Bhadravathi 577302.

15.8 Jurisdiction

For any disputes arising out of this tender and subsequent work order to the successful agency, the jurisdiction shall be Bangalore, Karnataka State, India.

15.9 Protection of Environment

The contractor shall take all reasonable steps to protect environment on and off the site and to avoid damage or nuisance to persons or to properties of the public or others resulting from pollution, noise or other causes arising as a consequence of there method executing the contract. During continuance of the contract, the contractor and there sub contractor shall avoid at all times by all existing enhancement on environmental protection and rules made there under, regulation, notification and by laws of the state or central government or local authority and any other law , by law, regulations that may be passed or notification that may be issued in the respect in future by the state or central government or the local authority

16. Earnest Money Deposit (EMD)

16.1 The EMD value shall be Rs. 10,80,000/- and shall be in the format shown below.

SI NO	Brief Description.	EMD Rs.
1	Biennial contract for Out Sourcing the operation and maintenance of power which includes all aspects of operation and maintenance of power block including recovery boiler operation and maintenance	10,80,000/- (As per ePortal)

* The Purchaser must specify here the date from which the date of delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, as appropriate.

SECTION 5: CONTRACT DATA

The following documents are also part of the contract.

1. The Employer is: The Mysore Paper Mills Ltd., Paper Town, Bhadravathi 577302, Karnataka State India.
2. The Name of Authorized Representative:.....
3. The Name and Identification number of their contract is:-----
4. The work consists of (brief summary, including relationship to other contracts under the project)
5. The start date shall be the date of issue of notice to proceed with the work.
6. The intended completion date for the whole of the work is.....
7. The documents covered under the various sections and the Annexures of this tender document also form part of contract.

SECTION 6: SPECIFICATIONS AND SCOPE OF WORK

Refer Annexure 1 for SPECIFICATIONS AND SCOPE OF WORK

SECTION 7: DRAWINGS

No Drawings are Enclosed.

SECTION 8: BILL OF QUANTITIES (BOQ) AND PRICE FORMAT

8.1 Quantity: Refer Annexure 2 for Bill of Quantities

8.2 Price Format: Refer Annexure 3 for Price Format

**SECTION 9:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To:

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee]

Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period i.e., valid until the day of -----day of ----- 20 ---

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure- 1

SECTION 6 OF TENDER DOCUMENT: SPECIFICATIONS

6.1. SCOPE OF SERVICES:

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

- 6.1.1 3 number 60 TPH capacity each AFBC boilers and auxiliaries.
- 6.1.2 1 number 90 TPH capacity CFBC boiler and auxiliaries.
- 6.1.3 1 number 33 TPH Soda Recovery boiler and auxiliaries.
- 6.1.4 Two numbers De-Mineralization plant.
- 6.1.5 Raw water pumping and treatment plant.
- 6.1.6 2 X 12.5 MW steam Turbo-Generators and auxiliaries.
- 6.1.7 1 X 16 MW steam Turbo-Generator and auxiliaries.
- 6.1.8 110 KV substation and auxiliaries.

6.2 under above departments systems such as,

- 6.2.1 Fuel handling system,
- 6.2.2 Ash handling system
- 6.2.3 Feed water pumping system
- 6.2.4 Air compressor system.
- 6.2.5 ESP and pollution control system.
- 6.2.6 Chimney package and online emission monitoring system.
- 6.2.7 Piping, pumps.
- 6.2.8 Crane and hoisting equipments.
- 6.2.9 Pressure reducing and De-Superheating stations (PRDS).
- 6.2.10 Cooling towers.
- 6.2.11 DCS and panel & field instrumentation systems of boilers, DM plants, coal handling plant, Turbo-generators, Pressure Reducing and De-Superheating stations (PRDS) raw water treatment plant.
- 6.2.12 Electrical systems such as, transformers, electrical distribution panels, cables, battery and battery charger, UPS, PCC panels, MCC panels, VFDs earthing.
- 6.2.13 Green liquor and Black liquor handling systems in Soda recovery including maintenance of Green liquor lines up to Causticizing plant.
- 6.2.14 Maintenance of flue gas duct up to chimney.
- 6.2.15 Flue gas passage cleaning as and when required.
- 6.2.16 Fire fighting system.

6.3 Scope consists of following,

- 6.3.1 Total operation and maintenance of Mechanical systems of above plants.
- 6.3.2 Total operation and maintenance of Electrical systems of above plants.
- 6.3.3 Total operation and maintenance of Instrumentation system of above plants.

6.4 Equipments in operation will be as follows,

- 6.4.1 Coal fired boilers – TWO (2) numbers.
 6.4.2 Soda Recovery boiler – ONE (1) number
 6.4.3 Steam TGs – TWO (2) numbers

6.5 Auxiliary systems for coal fired boiler, Soda Recovery boiler, steam TGs and 110 kv station as explained above.**6.6 Battery limits: starting from fuel feeding from coal yard to supply of steam and power.****6.7 Basic Plant Design Data**

	name	lysore Paper mills Ltd.,
	location	avati, Karnataka
	Distance from nearest town/city	
	Distance from nearest railway station	
	location details	
1	Height above sea level	metres.
2	Ambient temperature	38 °C min. 10°C
3	Humidity	100% min. 30%
4	Rainfall (avg.)	mm/year

6.8 Plant Details

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

Department	Unit	Make	Year of commissioning	Details
Soda Recovery	Recovery Boiler	BHEL. Later Renovation/ up gradation by Enmas Process Technologies PVT. LTD.	1980 Converted in 1994	270 TPD Black liquor solids firing 300 TPD Black liquor solids firing
Turbo Generators	TG-1- Extraction condensing type	BHEL	1980	TG 1 & 2: 12.5 MW. Extraction at 5 kg/cm ² and condensing. Water cooled condensers. TG-3: 16 MW. Extraction at 12 kg/cm ² and back pressure at 5 kg/cm ² .
	TG-2- Extraction condensing type	BHEL	1980	
	TG-3- Extraction back pressure type	BHEL	1999	
Water works	Old	Dorr Oliver	1937-40	26000+40000 66000m ³ / day 60000m ³ /day
	New		1980	
Coal Handling Plant	Old	Space Age TRF	1979	80 TPH X 2 streams
	New	Sayyaji	1999	100 TPH X 2 streams Both the plants with pre & post screening to supply < 8mm size coal.
DM Plant	Old	Vanson India	1979	85 M3/Hr X 2 stream 100 M3/Hr X 2 stream
	New	Ion exchange ltd	1999	
Switch yard		NGEF		110 KV with 20 MVA contract demand.

6.9 Plant steam and power requirement details:

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

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

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

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

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

- 6.10.8 To maintain appropriate operating logs, records and reports relevant to the operation and maintenance of the power plant.
- 6.10.9 To perform and record periodical operational checks and test of power plant as required by the operation and maintenance manual of the manufactures and as required under rules and regulation that may be applicable from time to time.
- 6.10.10 To intimate to the company at least two days in advance any planned plant shutdown and immediately on any failure.
- 6.10.11 To ensure proper house keeping inside the power plant.
- 6.10.12 The service provider shall provide man power at all times as per the requirement of the plant and as per the category and numbers as mutually agreed. A proper daily attendance record shall be maintained by the service provider and a copy of the same shall be submitted to the company every week.
- 6.10.13 Service provider will be responsible and liable for due observation and implementation of statutory provisions applicable to the workers engaged by him under various labour and establishment legislations. The company will not in any manner be responsible for any act, omission or commission of the workers engaged by the contractor and no claim in this respect will lie against the company.
- 6.10.14 Service provider will be fully responsible for the operation and maintenance of the plant and should ensure that there is no damage to the power plant due to negligent operation and maintenance. Service provider should also provide all support to make good such losses.
- 6.10.15 Spares and consumables will be provided by the company but a list of spares and consumables with full specification shall be provided by the service provider at least two months in advance.
- 6.10.16 Service provider has to mobilize required tools and tackles for carrying out trouble free operation and maintenance of plants.
- 6.10.17 Service provider has to arrange for his office furniture, computer and other communication facilities in the premises.
- 6.10.18 The health of the equipment will be scrutinized after the completion of the contract and service provider will be responsible for any damage due to poor operation & maintenance to any plant & machinery / instrument. The service provider will make good such losses as may be decided mutually.

6.11 MPM Scope:

- 6.11.1 Fuel, spares and consumables required for operation and maintenance of the plants.
- 6.11.2 Office room in the plant premises.
- 6.11.3 Required accommodation to the crew of service provider subject to availability on chargeable basis.
- 6.11.4 Providing monthly requirement of process **steam** and power.
- 6.11.5 Details of the plants as per the manufactures manuals.

6.12 Technical Performance Guarantee

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

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

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

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

6.13 Penalty

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

6.14 Exclusions

- 6.14.1 Any civil works.
- 6.14.2 Boiler tube replacement involving high pressure welding tube expansion etc., However during the operation any boiler pressure part failure, repair is the part of this O&M agreement.
- 6.14.3 Turbine casing removal and overhauling.
- 6.14.4 Generator rotor removal and overhauling.
- 6.14.5 Refractory works.
- 6.14.6 Insulation.
- 6.14.7 Rewinding of motors.
- 6.14.8 Total ESP electrode replacement.
- 6.14.9 Total Air Pre-heater tube replacement.
- 6.14.10 Major overhauls of plants.
- 6.14.11 Plant modification jobs.

7. Validity :

This work is **Triennial** Contract for 36 months from the issue of work order

8. Payment Terms

Monthly O & M bills will be paid within 30 days of the submission of invoices.

Payment to the service provider will be restricted to 10% over and the above manpower cost incurred by the service provider. Service provider has to furnish the manpower cost incurred by him to provide the services under the scope specified in the tender.

9. INSPECTION: Inspection by MPM officials at MPM site

10. Period of Contract

The term of contract shall be Two (2) years. The agreement shall be renewed after every two years on mutual consent.

11. Work Execution Location: At MPM site Power block area

12. Quoted Price.

12.1 The Tender shall quote for items in the enclosed Price Format by Considering the scope of work , terms & conditions and the delivery of the work.

12.2 All duties, Taxes (S T / WCT etc.,) and other levies payable by the tenderer (including tax) shall be separately mentioned and quote the unit price.

12.3 The rates quoted for each item shall be fixed for the duration of the contract and shall not be subject to any adjustment.

12.4 Rates for supply of partial quantity of an item is not acceptable.

12.5 Corrections if any shall be made by crossing out, initialing, dating, and Rewriting.

12.6 Cable or facsimile quotations are not acceptable.

13. Transportation:

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

14. Pre-Qualification criteria

14.1 Tenderer should have experience in similar type of job.

14.2 Tenderer should possess PAN Card Number and produce Service Tax Registration Number on award of the Contract and produce the copies of the documents while submitting the Tender in case he is already having the same.

14.3 Tenderer must have Employee State Insurance (ESI) Code and Provident Fund (PF) Code of their company and remit the ESI and PF contributions of their workers under that code. If the tenderer do not posses these codes, in the event of issuing work order on the successful tenderer, they shall furnish the same within one month from the date of issue of work order. In this effect the tenderer shall furnish an undertaking in a Rs. 200 bond paper. If the tenderer fails to furnish these codes then MPM reserves the right to cancel the work order. Besides payments will be withheld till such codes are provided. In this regard MPM's decision is final.

14.4 Tenderers shall furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified.

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

- 14.5 The Tenderer should be a service provider firm who must have provided O & M services to similar or higher capacity power plant at least Three numbers in the last five years executed satisfactorily.
- 14.6 Service provider must visit site and obtain all confirmation / clarifications before submitting offer.
- 14.7 Pre-Bid meeting will be held at site in which all clarifications / confirmations will be provided. Service provider must attend the meeting to get first hand information about the site conditions.

15. Service Tax (ST):

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

16. Bill Certifying/ Counter Signing Authority:

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

17. General Conditions:

- 17.1. Agency shall comply with the Employee State Insurance (ESI) Act, Provident Fund (PF) Act and any other workmen related Acts as per statutory for the workmen who works under this tender.
- 17.2 General Conditions enclose Annexure for financial Compliance documents and other applicable terms and conditions also part of this tender

SECTION 8 OF (8.1) TENDER DOCUMENT

Annexure 2 : BILL OF QUANTITIES

Name of the Work : Biennial Contract for Outsourcing of Operation and Maintenance of Power Block Division

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

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

SI	Description	UOM	Qty
1	2	3	4
1	Biennial contract for outsourcing the operation and maintenance of power block which includes all aspects as detailed in this tender including the Soda Recovery boiler operation and maintenance Note: Rate quoted should be in Lumpsum per month	LS	24

PART - B :- PRICE FORMAT

SECTION 8 of (8.2) TENDER DOCUMENT**Annexure 3 : PRICE FORMAT (PART-B)**

**Name of the Work : Biennial Contract for Outsourcing of Operation
and Maintenance of Power Block Division**

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

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

Sl	Description	UOM	Qty	Rate per Month	Total Value
1	2	3	4	5	6
1	Biennial contract for outsourcing the operation and maintenance of power block which includes all aspects as detailed in this tender including the Soda Recovery boiler operation and maintenance Note: Rate quoted should be in Lumpsum per month (ePortal Item Code 151600138)	LS	24		
2	Service Tax @ 14% on sl.1				
3	Swachh Bharath Cess @ 0.5% on sl1				
4	Grand Total Rs. (1+2+3)				

Note : Above prices shall be quoted considering all scope of work and other terms and conditions mentioned in this tender

Signature and Seal of the Tenderer

**THE MYSORE PAPER MILLS LTD.,
BHADRAVATHI**

Annexure-4

Financial Compliance documents to be submitted by the Agency

Tender No: 15-1038-FIE CRMT dt: 21-12-2015

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

Name of the work: Biennial Contract for Outsourcing of Operation and Maintenance of Power Block Division .

Name of the Agency:

Financial Compliance Certificates / documents to be submitted by the agencies while quoting against the above said enquiry / tender and also while accepting the work order against the above said enquiry / tender for the said work.

SI	Name of the document	Details of the Document		Remarks
		Document Number	Document Date	
1	Permanent Account Number of the Company (PAN).			
2	Central Sales Tax (CST) Number			
3	Value Added Tax (VAT) Number			
4	Works Contract Tax (WCT) Number			
5	Service Tax (ST) Number			
6	(TIN) Number			
7	ESI Code No.			
8	PF Code No.			

Note : If PAN No. , is not provided, 20 % amount from the bills payable to the agency will be deducted

Seal and Signature of the Agency/Contractor

Annexure-5
OTHER APPLICABLE TERMS AND CONDITIONS:

1. GROUP INSURANCE:

You shall be required to obtain workmen compensation Group insurance policy against risks of accidents, injuries partial or total disabilities and death while on duty for your employees / workers and the policy shall be throughout the work order validity period. Your workers shall be confined to the work spot allotted to them.

2. ENGAGING SKILLED MANPOWER:

You shall be required to engage skilled and unskilled manpower so as to execute quality workmanship and shall also be required to provide necessary supervision and guidance as required to complete the work well within the delivery period stipulated herein with quality workmanship.

3. MILLS SAFETY PRACTICE:

You shall be required to abide by all the safety rules regulations practice and instructions of the mills. The Mills shall not be responsible for injury sustained by your workers while attending to the work in our premises.

4. MONTHLY REPORT:

You shall be required to furnish **daily** / weekly / fortnightly / monthly reports on the subject work commencing from the date of taking up the work at Mills site.

5. FIRM AND FIXED RATES:

The rates stipulated herein shall continue to be firm and fixed throughout the validity extension thereon, if any no escalation in the rates will be permitted.

6. SPLITTING AND RE-ALLOCATING ETC:

If you fail to carry out the work as per the terms, conditions and stipulation herein, then the management reserve the right to get the work done by any other agencies and loss or extra expenditure suffered in such an event shall be debited to you in addition to levy suitable penalty at the discretion of the Management, like-wise in case of urgency, exigency or contingency the Management reserves the right to split, re-allocate, the work among other agencies or rescind the work order totally.

7. CANCELLATION OF ORDER AND LEVYING OF PENALTY:

In case you fail to execute the work as per the terms and conditions herein the Management reserves the right to cancel the work order at your risk and cost or to get the same work done by any other agency and the loss or extra expenditure suffered in such an event shall be debited to your account in addition to levying a suitable penalty at the discretion of the Management.

8. STATUTORY DEDUCTION:

All the applicable statutory deduction shall be to your account only. Income Tax, Surcharges on income Tax W.C.T/service tax if applicable and any other taxes.

9. CARE AT MILL'S SITE:

You shall be required to ensure that the machinery, building etc., are not damaged. In case of any loss or damage to the Mills Machinery/ building such loss or rectification cost of such damages shall be borne by you.

10. ENTRY AND EXIT OF YOUR WORKMEN:

The Entry /Exit of you employees /workers/ supervisors shall be strictly as per Reporting/ Bill Certifying Authority against the Permits/ Passes issued. Physical checking of your personnel as deemed necessary shall be done by Mills authorized personnel at the time of your workers leaving the work spot. You shall be required to obtain necessary passes for your workers etc. from the security officer of the Mills.

11. CONFORMITY OF THE WORK TO MILLS STANDARDS:

The subject work carried out by you should conform to the Mills standards at each stage as stipulated by the Bill certifying Authority.

12. PENALTY DUE TO DELAYED DELIVERY:

The delivery period stipulated in the order shall be binding on you. The Management reserves the right to levy a penalty at ½ (half) percent of the order value for every week or part thereof your delay in carrying out the subject work of the Mills site subject to maximum of 5%.

13. TAKING DELIVERY OF THE MATERIALS AND CONSUMABLES:

You shall be required to take delivery of the consumables – welding electrodes, hardware, available steel material against the indents. Permission of the Bill certifying Authority free of cost/ chargeable basis. You shall be further required to return the excess materials as per instruction and account for the same to the satisfaction approval by the authority.

14. ACCOMMODATION:

No accommodation shall be provided by the Mills for the workman. However accommodation for engineer/ proprietor may be provided at our Guest House subject to availability on chargeable basis.

15. TOOLS AND TACKLES TO BE ARRANGED BY YOU:

You shall be required to bring along with you the required tools and tackles **required for O & M of Power block**, welding generators, welding transformers and gas cutting sets required for the subject work.

16. ENTRY OF YOUR TOOLS, TACKLES ETC.,:

You shall be required to enter in the Security office at the main gate of the mills all the tools, tackles etc., before bringing them inside the mills premises for your own use.

17. DISPUTES ETC.,:

In the event of any controversy, claim, question or dispute arising between the contractor and the Owner on any matter, relating to the contract or arising out of the breach thereof the parties thereto shall use their best efforts to settle such question, dispute or difference amicably by mutual negotiations / mediation. In case mediation fails to resolve the dispute, the matter to be taken in the Courts having Jurisdiction at Bangalore.

18.LABOUR LAWS COMPLIANCE & FINANCIAL COMPLIANCE DOCUMENTS

18.1 Successful tenderer shall follow the legislation laid down by the Govt. of India about the labour laws while carrying out the work in the premises of Purchaser, i.e., The Mysore Paper Mills Ltd., Bhadravathi 577302, failing which Purchaser reserves the right to suitable action against the tenderer. Some of such laws are Provident Fund (PF) payment / Insurance etc., to the workmen of the supplier who carries out the works in the premises of The Mysore Paper Mills Ltd., Bhadravathi 577302.

18.2 Agencies are required to furnish the information about the Financial Compliance documents as per the enclosed Annexure.

18.3 Contractors are required to cover their workmen under the Employees State Insurance Corporation (ESI) and Provident Fund Act and furnish the ESI & PF Code No. If it is found that, this is not complied by the contractor, any amount to be paid towards fee/ contribution/ fine etc., in this regard shall be borne by the contractor and MPM will not have any responsibility. Also in respect of work men who works under this contract it is the contractor's responsibility to familiarize and abide by the statutory obligations like Act / Rules / Clauses etc., which are in force and / or as amended /modified from time to time by state / central government of relevant departments.

19. Wherever the incidence of central Excise Duty is admissible by us copies of the same should accompany the dispatch documents. In the absence of copy of the Gate pass, Incidence of the duty will not be admitted by us please note. Any loss or demurrage resulting due to your delay in forwarding the dispatch documents shall be to your account only.

Thanking you,

Yours faithfully

For THE MYSORE PAPER MILLS LIMITED.,

Sd/-

AGM (Projects, CE & TS)