



THE MYSORE PAPER MILLS LIMITED

MATERIALS DIVISION,

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

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

CIN: L99999KA1936SGC000173



TENDER DOCUMENT
for
SALE DISPOSAL OF 19,800 MT OF DEPITHED BAGASSE
FROM CPM-1 DEPITHED BAGASSE YARD
ON “AS IS WHERE IS BASIS”

Tender Notification No.	: FMT/9519 /DSA/16 dt:22.02.2017
Tender Document Fee	: Rs.250/- (inclusive of taxes)
Last date for Sale of Tender Document	: 04.03.2017 at 1.00 P.M.
Last date for Submission of Tender	: 04.03.2017 before 3.00 P.M.
Date and Time of Tender opening	: 04.03.2017 at 3.30 PM
Venue	: Office of the Asst General Manager (Matls) i/c The Mysore Paper Mills Ltd Paper Town PO BHADRAVATI-577302

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SECTION – I INSTRUCTIONS TO TENDERERS [ITT]

- 1) Prospective tenderers are advised to visit the Mills premises and carefully study the working conditions/inspect the materials before submitting their quotation.
- 2) The tender document will be sold up to 1.00 PM on **04.03.2017**. Filled tender form will be received up to **3.00 PM on 04.03.2017**. The tenderers are requested to deposit the **Tender Document Fee** at MPM cash counter / furnish DD in the name of "The Mysore paper Mills Ltd.," payable at Bhadravati and obtain the tender document. Tenderers who download tender from **mpm website: www.mpm.co.in** may send the tender document fee (by DD) prior hand or along with their quotation failing which their offer will be rejected. Late receipt of tender documents will not be accepted under any circumstances.
- 3) Tender Form should be accompanied with **Earnest Money Deposit of Rs.2,50,000/- (Rupees two lakh fifty thousand only)**. The EMD should be paid by way of Bank Demand Draft drawn on any Scheduled Bank functioning at Bhadravati, drawn in favour of "The Mysore Paper Mills Limited, Bhadravati", Karnataka State. The tender forms not accompanied with prescribed EMD will be rejected without further notice. In case of successful tenderers EMD would be returned by way of Mills cheque after satisfactory completion of work. Pending EMD/Security Deposit / amount against any tender work/Contract with Mill will not be adjusted against this or any other tender. Please ensure to submit fresh EMD along with the tender or otherwise the offer is liable to be rejected.
- 4) The tenderers are advised to quote their best rates as there may not be any negotiations.
- 5) The tender would be opened in front of the tenderers at **3.30 PM on 04.03.2017**. All the tenderers are requested to attend or to depute their authorized and competent persons to attend opening of the tender and also to offer any clarification if needed.
- 6) Your tenders/Quotations should be valid for acceptance for a period of Ninety (45) days from the date of opening.
- 7) The Mills reserve the right to accept or reject all or any of the tender and also to waive, modify any or all condition stipulated in the Tender Notification without assigning any reasons whatsoever and also award the same work to more than one Purchaser.
- 8) Tenderers are advised to study the document thoroughly and furnish the relevant information and copies of documents, failing which the offers are liable for rejection.
- 9) **SELECTION CRITERIA (EVALUATION):** Tenderers are at liberty to quote for part quantity. "Highest offer" will be considered for award of contract. In case the highest tenderer has not quoted for full quantity, MPM reserves the right to release more than one order with or without negotiations. MPM reserves the right to order Depithed Bagasse for full / part quantity on one or more tenderers.
- 10) Tenderers should give their full name, correct address and all information required in the tender form. They shall affix full signature on the tender form at appropriate place. In case the tender is to be given in the name of the Company/Firm/Association, then the person signing the tender should obtain a Power of Attorney issued by the Competent Authority and attached to the tender.

Asst. Gen. Manager (Matls) i/c

SECTION II
TERMS AND CONDITIONS
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TERMS AND CONDITIONS

1. Definitions

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

- a) "The Disposal Order" means the agreement entered into between the Seller and the Buyer, signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein:
- b) "the Order Price" means the price payable to the Seller under the Order for the full and proper performance of its Contractual obligations;
- c) "The Goods" means Depithed Bagasse kept for disposal, which the Seller is required to supply to the Buyer under this order.
- d) "Services" means ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services.
- e) The Seller is THE MYSORE PAPER MILLS LTD., Bhadravati-577302, Karnataka.
- f) "The Buyer " means the firm buying the goods and Services.
- g) "The Government" means the Government of Karnataka State.
- h) "Day" means calendar day.

2. MATERIAL FOR DISPOSAL : Depithed Bagasse

2.1 SCOPE OF DISPOSAL :

The scope of Sale Disposal shall include the following activities.

- 2.2 MPM is Disposing of 19,800 MT Depithed Bagasse generated during crushing season 2014-15 and 2015-16 from Depithed Bagasse Yard at CPM-1 on "as is where is" basis. The Buyer will have to arrange for Collection / Shifting the Depithed Bagasse at CPM-1 Depithed Bagasse yard and lift the material on pre-payment.
- 2.3 Expeditious lifting of the Depithed Bagasse without affecting any of our Mills activities and maintenance of cleanliness of the Mills is the essence of this Disposal Order. The entire Depithed Bagasse will have to be lifted as and when generated and as per instruction of Reporting authority. Therefore the Purchaser is required to deploy sufficient manpower and trucks for transportation of Depithed Bagasse regularly on all days.
- 2.4 Baling of Depithed Bagasse: The Purchaser, at his discretion, can also bale the available depithed **Bagasse** at his cost and expense before lifting the same from MPM. Purchaser shall reimburse MPM services such as the Power cost incurred for baling the depithed Bagasse at the prevailing MESCOM rates.

3. Estimated Quantity:- 19,800 MT Depithed Bagasse.

The quantity indicated above is only approximate. Quantity variation +/- 25%.

4. **Inspection of Material:** Depithed Bagasse is kept for disposal on "As is where is basis." The tenderers are advised to visit the mills and examine the material available before giving their offers. The tenderers, if required, may take sample for their verification.

5. **Rate and Price basis :**

The **Quoted rates** shall be on Ex-MPM basis exclusive of all taxes, duties or any other Statutory levies which **shall** be extra at the prevailing rate to the account of purchaser. Loading, transportation, unloading, transit insurance shall be arranged by Purchaser and will be to the account of Purchaser. The price quoted (Other than statutory levies) shall remain firm till completion of the order.

6. **PAYMENT TERMS :**

6.1. The Purchaser is required to deposit 100% payments in advance towards the cost of material along with applicable taxes, duties, levies etc., by way of DD drawn in favour of Mysore Paper Mills Ltd., payable at Bhadravati or RTGS. The payment should be made by Buyer within 10 days from the date of order. All payments shall be made before transportation of material out of the factory premises. No material will be given to buyer without the advance amount being available at MPM. In case the quantity available exceeds the order quantity, Purchaser has to pay for the balance quantity and lift the material. After the completion of the quantity, any left over amount will be returned to the Buyer

6.2. In case the quantity available exceeds the order quantity, Purchaser has to pay for the balance quantity and lift the material. After the completion of the quantity, any left over amount will be returned to the Buyer.

6.3. Delay in remittance of advance payment will lead to termination of the order/ termination of the order with blacklisting of the firm/ levy of 18% interest per annum at the sole discretion of MPM.

7. **SECURITY DEPOSIT / EMD :**

7.1. **The EMD amount of Rs.2,50,000/-** paid along with the tender will be converted as Security Deposit and will be held with the company till the successful completion of the order.

7.2. The Security Deposit shall not bear any interest so long as it is held by the company as the Security Deposit.

7.3. Any unpaid claims, dues, debts, penalties etc., payable by you to the company will be recovered from the Security Deposit returnable to you.

7.4. Also, in case of violation of any terms and conditions or trade practice or for unsatisfactory work the Security Deposit is liable for forfeiture.

7.5. The Security Deposit retained by the company will be returned only satisfactory execution of the Sale Disposal Order.

7.6. Security Deposit shall not be adjusted towards advance payment of the cost of the materials to be collected.

8. LIFTING PERIOD:

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

9. REPORTING AUTHORITY & ISSUE OF GATE PASS:

For day-to-day Sale/Collection of material, the Purchaser will take necessary instructions from AGM (Chemical Utility) i/c or their authorised representatives. Reporting Authority shall issue / arrange for issue of necessary gate pass for each and every truck loaded.

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

11. PENALTY:

11.1 In case the Purchaser violate any terms and conditions of this sale disposal order or violate instructions of the Reporting Authority MPM reserves the right at its discretion to levy suitable penalty and/or to get the work done or to dispose off the material to any other agency at the prevailing rates and loss or damages suffered in such event will be debited to Purchasers account.

11.2 The non-satisfactory work on the part of the Purchaser may also lead to BLACKLISTING of the Purchaser and also forfeiture of EMD/Security Deposit.

11.3 In case of failure on the part of the Purchaser, MPM also reserve the right to cancel the order in part or full and or to get the disposal done to an alternative agency at the entire risk and cost of the Purchaser.

11.4 Purchaser failing to remove the material as per the instructions of Reporting Authorities would also lead to forfeiture of EMD / Security Deposit.

12. Order Amendments

No variation modifications of the terms of the Order shall be made except by written amendment signed by the parties.

13. Assignment

The Buyer shall not assign, in whole or in part, its obligations to perform under the Order, except with the Buyers prior written consent.

14. Delays in the Buyers' lifting of the Depithed Bagasse:

14.1 Lifting of the Goods and performance of the Services shall be made by the Buyer in accordance with the time schedule specified in the Order.

14.2 If at any time during performance of the Order, the Buyer or its sub-contractor(s) should encounter conditions impeding timely lifting of the Goods and performance of Services, the Buyer shall promptly notify the Seller in writing of the fact of the delay, its likely duration and its cause(s). As soon as receipt of the Buyers notice, the Seller shall evaluate the situation and may, at its discretion, extend the Buyers's time for performance with or without liquidated damages, in which case the extension shall ratified by the parties by amendment of the Order.

14.3 Except as provided under Clause Force Majeure, a delay by the Buyer in the performance of its lifting obligations shall render the Buyer liable to the imposition of liquidated damages pursuant to Liquidated Damages Clause, unless an extension of time is agreed upon pursuant to Delay in Buyers performance Clause without the application of liquidated damages.

15. Liquidated Damages:

Subject to "Clause Force Majeure", if the Buyer fails to lift the scheduled material or to perform the Services within the period(s) specified in the Order, the Seller shall, without prejudice to its other remedies under the Order,

a. deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5% of the unlifted material price for each week or part thereof of delay until actual delivery or performance,.

and / or

b. Seller may sell the material to alternative parties and debit the difference in cost from buyers account.

16. Termination for Default

16.1 The Buyer may, without prejudice to any other remedy for breach of Order, by written notice of default sent to the Seller, terminate the Order in whole or part:

- a) If the Buyer fails to lift the material within the period(s) specified in the Order or within any extension thereof granted by the Purchaser pursuant to Clause "Delay in suppliers performance"; or
- b) If the Buyer fails to perform any other obligation(s) under the Order.
- c) If the Buyer, in the judgment of the Seller has engaged in corrupt or fraudulent practices in competing for or in executing the Order.

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 selling process or in Order execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selling process or the execution of a Order to the detriment of the Buyer, 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 Buyer of the benefits of free and open competition."

16.2 In the event the Seller terminates the Order in whole or in part, pursuant to this clause, the Seller may sell the material , upon such terms and in such manner as it deems appropriate, Depithed Bagasse similar to those not lifted, and the Buyer shall be liable to the Seller for any excess costs. However, the Buyer shall continue the performance of the Order to the extent not terminated.

17. Force Majeure

- 17.1 Notwithstanding the provisions of Clauses “Delay in this Buyers performance”, “Liquidated Damages” & “Termination for Default”, the Buyer shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if to the extent that, its delay in performance or other failure to perform its obligations under the Order is the result of an event of Force Majeure.
- 17.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Buyer and not involving the Buyer’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Seller either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Buyer shall promptly notify the Seller in writing of such conditions and the cause thereof. Unless otherwise directed by the Seller in writing, the Buyer shall continue to perform its obligations under the Order as far as is reasonably practical, and shall all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination for Convenience

The Buyer, by written notice sent to the Seller, may terminate the Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Buyers convenience, the extent to which performance of the Seller under the Order is terminated, and the date upon which such termination becomes effective.

19. Settlement of Disputes

- 19.1 The Buyer and the Seller shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising them under or in connection with the Order.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Buyer or the Seller 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.
- 19.3 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 Order.
- 19.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in this clause.
- 19.5 Notwithstanding any reference to arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Order unless they otherwise agree; and
 - b) the Buyer shall pay the Seller any money due the Seller.

19.6 The dispute settlement mechanism to be applied pursuant to this Clause shall be as follows:

- a) Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rule.
- 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. Limitation of Liability

Except in case of criminal negligence or willful misconduct, ”.

- a) the Buyer shall not be liable to the Seller, whether in Order, tort or otherwise, or 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 Seller to pay liquidated damages to the Buyer; and
- b) The aggregate liability of the Buyer to the Seller, whether under the Order, in tort or otherwise, shall not exceed the total Order Price.

21. Governing Language

All correspondence and other documents pertaining to the Order, which the parties exchange, shall be written in the same language(English)

22. Applicable Law

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

23. Notices

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 below:

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

Seller: The AGM (Materials) i/c
 The Mysore Paper Mills Ltd.,
 Paper Town, P.O.
 Bhadravati-577302, Karnataka State.
 Fax : 08282 – 270937 / 271897
 E-mail: mpmpurchase@gmail.com

Buyer: M/s xxxxxxxx

24. Taxes and Duties

Buyers shall bear and be entirely responsible for all taxes, duties, license fees, Permits/ Road Permits etc., incurred until delivery of the sold Goods to the Buyer. Any new taxes if levied by Government during contract period shall be passed on to the buyer at the rates applicable. The buyer shall produce copies of any exemptions granted to them. No exemptions shall be allowed unless the relevant documents are produced at the time of billing. The service tax for transportation shall be borne by the buyer.

25. Progress of Lifting :

Buyer shall regularly intimate progress of lifting the material, in writing to the Seller as under :

- Quantity lifted / transported to consignees and date
- Date of completion of entire order
- Date of payment of entire payment under the order

26. Buyer's Obligations:

26.1 The Buyer is obliged to work closely with the Seller's Staff, Act within its own authority and abide by directives issued by the Seller.

26.2 The Buyer will abide by the job safety measures prevalent in India and will free the Seller from all demands or responsibilities arising from accidents or loss of life the cause of which is the Buyer's negligence. The Buyer will pay all indemnities arising from such incidents and will not hold the Seller responsible or obligated.

26.3 The Buyer is responsible for managing the activities of its personnel or sub-Ordered personnel and will hold itself responsible for any misdemeanors.

26.4 The responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Seller.

27. Jurisdiction :

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

28. Statutory & Safety requirements:

28.1 Buyer shall arrange to take necessary precautions in arranging loading and transportation of the above materials as per the rules and regulations of Indian Explosive Act.

28.2 Buyer shall arrange to see that the materials are properly loaded and covered as per the Safety Regulations.

29. OTHER CONDITIONS:

29.1 No material other than the specified Depithed Bagasse shall be loaded on the vehicles by the buyers.

29.2 Loading shall be done in presence of the Sellers representative.

29.3 Smoking is prohibited in the Mills.

- 29.4 The MPM will not be responsible for any loss/damage caused to the Purchasers men or property while engaged in above Sale Disposal activities.
- 29.5 Any losses or damages caused to the MPM during Sale Disposal activities will be chargeable to the Purchaser. The Sale Disposal of the subject materials sold is on ' AS IS WHERE IS' basis. If the Purchaser wishes to clean/dust out he may do at his own cost.
- 29.6 Care should be taken to see that the surrounding equipment buildings etc., are not damaged and in case of loss or damages, the cost shall be borne by the Purchaser.
- 29.7 The Purchaser shall ensure that laborer employed by him are confined to the working spot allotted to them and any accident to his employees while on duty, purchaser shall be fully responsible and Mysore Paper Mill will not responsible for the same. Necessary insurance will have to be taken by the Purchaser.
- 29.8 The Purchaser shall be personally liable towards statutory obligations including any insurance for their workmen, in respect of the laborers engaged by him in due performance of the Purchase activities.
- 29.9 The Purchaser shall obtain necessary passes from the Security Officer for his worker or employees.
- 29.10 The Purchaser shall furnish the list of workers engaged by him in the factory premises (including addition or deletion to the list) for his purchase activities to the Inld. Relations Officer.
- 29.11 The Entry/Exit of the Purchaser's employees/workers shall be only as per the direction of the Reporting Authority and against permit issued. The physical checking of personnel as necessary shall be done while leaving work places.
- 29.12 The Collection and removal of the above said materials has to be arranged to the satisfaction of Reporting Authority.
- 29.13 Any materials brought by the Purchaser should be registered in the Security Office before the same is being brought inside the Mills.
- 29.14 All safety precautions should be followed while executing the sale disposal order.
- 29.15 The Purchaser should remove the material as per the instructions of Reporting authority and keep the places clean and tidy failing which suitable penalty would be levied at the discretion of the Reporting Authority.
- 29.16 Any injury or injuries to MPM personnel caused by the Purchaser of his men, the Purchaser will be held responsible and all the expenditure towards the treatment of such injured employee shall be to the account of the Purchaser.
- 29.17 The Purchaser shall not remove any materials other than what is specified in the Sale Order.
- 29.18 Sale Disposal order does not give the entire right over the material to the Purchaser. The owner will have right to keep any material with them.
- 29.19 The Purchaser shall not employ any labour below 18 years of age and above 60 years.
- 29.20 The Purchaser will have to make his own arrangement at his own cost for Loading and Transportation of the materials from MPM site. The truck driver who enter our Mills Gate should possess valid driving License and Valid Emission Certificate.

Sd/-
Asst. General Manager (Matls) i/c

SECTION III

PRICE FORMAT

Ref. No. _____

Date : _____

To:

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

Dear Sir,

Sub: - Sale Disposal of 19,800 MT Depithed Bagasse
from Depithed Bagasse Yard at CPM -1 on 'AS IS WHERE IS BASIS'

Ref: - Your Tender Notification No. FMT/9519/DSA/16, dtd. 22.02.2017.

In response to above mentioned tender I/we hereby agree for the tender terms and conditions and we hereby quote our rates as mentioned below:

SCHEDULE OF RATE LIST

Sl. No.	Description	Quoted quantity in MT	Rate per MT Ex MPM- in Rs.	Total amount for quoted quantity in Rs.
1.	Depithed Bagasse on as is where is basis.			

- 1) The above rates quoted are Ex- MPM storage yard on as is where is basis and are exclusive of taxes and duties, loading, transportation etc.
- 2) 100% Payment will be made as advance with in 10 days from the date of order.
- 3) Time required for lifting of entire quoted quantity: _____ days.
Monthly lifting will be _____ MT.
- 4) Validity of the offer: 45 days from the due date.

Demand Draft No..... dt..... in favour of The Mysore Paper Mills Ltd., Bhadravati, Karnataka State, for **Rs.2,50,000/-** towards the **Earnest Money Deposit** is enclosed.

→

(Signature of the Tenderer)

Name :

Designation:

Name of the Firm:

Address of the Firm:

Phone No.

Mobile No.

e-mail id:

PAN No.:

Sales Tax Registration No: