

Tender No: FIEOTJT170131 DT: 25-02-2018
Name of work: Factory Area Vegetation clearing and control

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THE MYSORE PAPER MILLS LTD
PAPER TOWN, BHADRAVATI – 577302

KARNATAKA STATE, INDIA

TELEFAX: 0091 – 08282 - 273002

08282-270201-208 (8 lines) Extn. No.2411

Name of Work: Factory Area Vegetation clearing and control

Inward File FIECVLI 170048)

Submission Date: 27-03-2018

Issued By: AGM (Proj/ CE & TS)

Signature of the Tenderer

Important clauses

TENDER REFERENCE	FIEOTJT dt. 25-02-2018
Purpose and Important Instructions	Page No: 4, Clause No: 2-2.5
Time Schedule	Page No: 5, Clause No: 3.1
Terms and conditions	Page No: 5, Clause No: 4.1-4.22
Submission of tender	Page No: 7, Clause No: 5
EMD	Page No: 7, Clause No: 6.1-6.4
Security Deposite	Page No: 8, Clause No: 8.1
Quantiry	Page No: 8, Clause No: 9
Validity	Page No: 8, Clause No: 11
Terms of payment	Page No: 8, Clause No: 12
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Taxes	Page No: 9, Clause No: 14 & 15
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PQ Norms	Page No: 13, Clause No: 23
Annexure-2 (Price schedule)	Page No: 14

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

TENDER REFERENCE	FIEOTJT dt. 25-02-2018
Name of work	Factory Area Vegetation clearing and control .
Date of Commencement / Down Loading Tender document starts from	25-02-2018
LAST Date of getting enquiries / Clarifications from MPM	24-03-2018 upto 15 Hrs Contact person : Sri. Suheel Tanveer AGM(Projects,PB,CE &TS) Mobile:
Last date of Submission of on line tender	27-03-2018 upto 15 Hrs
Date and time of opening of tender	29-03-2018 on 16 Hrs
Tender form Fee	As per eportal
EMD Amount	Rs: 40,000/- as stipulated in eportal
ADDRESS FOR COMMUNICATION	AGM (Projctcs/ CE & TS) The Mysore Paper Mills Ltd., Bhadravathi -577 302. Karnataka State. (08282-273002)

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INSTRUCTIONS TO THE TENDERERS :

1.1 ELIGIBILITY CRITERIA REQUIREMENTS FOR PARTICIPATION IN THE TENDER –
Please refer ANNEXURE – 1.

1.2 PRICE BID FORMAT – Please refer ANNEXURE – 2.

2. PURPOSE AND IMPORTANT INSTRUCTIONS

2.1. The purpose of these instructions is to serve as guidelines to Tenderers while submitting their Offers for the "Factory Area Vegetation clearing and control
Estimated cost: Rs:16.44 Lakhs . EMD payable is Rs. 40,000/-

2.2. The Tender Documents and Annexure can be downloaded thro'ePortal. Tender shall submit their offers containing Pre-qualification, Scope , Terms & Conditions (PART-A) and Price Bid (PART-B) in single document , along with the EMD.as specified in the tender document drawn in favour of "The Mysore paper Mills Limited, Bharavathi-577302. 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

2.3. The Pre-qualification / Technical Bid Part A and the Price Bid Part B shall be in submitted in a single Cover . The Last date for submission of on line tender is as per 27-03-2018. Technical and Financial bids will be opened on the same day.

2.4. MPM reserves the right to reject any or all tenders at its own discretion without assigning any reason whatsoever.

2.5. Tenderers should give their full Name, correct Postal Address and all information required in the Tender form. They shall affix full Signature on the Tender form at appropriate places with Seal. 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.

3. SCOPE OF WORK AS PER PRICE PART –ANNEXURE-2

3.1 Time schedule: 12 Months.

3.2 Contractor should visit the site before quoting the rates

3.3 Contractor scope of supply: Contractor has to mobilize required materials , skilled, unskilled manpower and supervise the work including required tools tackles safety equipments,. for execution of work.

4. TERMS AND CONDITIONS:

4.1 Quantity mentioned in the bill of materials is only tentative. Actual quantity may vary depending on the operation and maintenance condition. So, any variation in the quantity should not be the basis for additional claim.

4.2 All the above jobs are to be carried-out as and when it required irrespective of day or night, working day or holiday by mobilizing sufficient manpower.

4.3 Tenderer has to give their contact address & telephone no. if any to call at any time.

4.4 Proper supervision of job is to be arranged by the contractor during working hours.

4.5 MPM reserves the right to delete/modify certain work partially/fully. Such changes will not qualify the tenderer for any extra payment and tenderer should agree not to make the deletion / modification of certain work partially / fully as a point of dispute.

4.6 It is the Tenderer's responsibility to carry out the work. Tenderer under the instructions by the concerned department will do the Supervision of work. However, it is very important and essential that the tenderer meets Bill Certifying Authority on daily basis and take instructions for carrying out the day to day work. In case the work necessitates additional manpower, the Contractor should bring the manpower and arrange for carrying out the work at no extra cost.

4.7 Tenderer should visit the MPM prior or to submission of Tender and make himself fully aware of the working conditions in the MPM and other procedure to be followed.

4.8. The Rates Quoted by the Successful Tenderer will remain FIRM till completion of the Contract and no escalation will be paid for any reason whatsoever.

4.9 The work is to be executed as per instruction, direction and satisfaction of the Bill Certifying Authority and Bill countersigning Authority.

- 4.10 This document does not give exclusive right to the Tenderer over the work. In case of urgency, exigency or contingency, the Management reserves the right to split, re-allocate among other agencies or rescind the work order partially or totally at the discretion of the Management.
- 4.11 Tenderer is responsible for injury or injuries to MPM personnel caused by his men and pay for all the expenditure towards the treatment of such injured employees. However, MPM shall not be responsible for any loss or injuries sustained by Tenderer or his employees of their own negligence or otherwise.
- 4.12 Tenderer must observe all Safety Measures/ Arrangement while attending to above work. Any safety appliances required by their workmen is to be provided by the tenderer at their own cost and MPM shall not provide the same.
- 4.13 Care should be taken to see that the surrounding Equipments, Buildings etc., are not damaged. In case of Loss or Damages, the cost shall be borne by the Tenderer and shall ensure that Labourers employed by him are confined to the working spot allotted to them.
- 4.14 The Entry / Exit of the Tenderer's Employees / Workers shall be only as per the direction of the Bill Certifying Authority and against Permit issued. The physical checking of personnel, as necessary shall be done while leaving work places.
- 4.15 Tenderer shall obtain necessary Passes from the Security Officer for his workers or employees where evr necessary.
- 4.16 Prospective Tenderers are advised to visit the MPM Factory Area and carefully study the Working Conditions/ Various activities involved etc., before offering their Rates. for which the agency may approach/ contact AGM(Projects,PB,CE & TS or Sr.Manager (Civil-Factory). **whose contact nos are given in the events of tender page**
- 4.17 Tenderer should not allow their workers to Smoke in the work spot and should not allow them to work under the Alcoholic influence. If any worker is either found Smoking or found in Alcoholic Conditions the Tenderer can take stern action on their workers including stopping them from work. If the Tenderer are allowed to work in the above Conditions Tenderer will be penalised at the discretion of the Management.
- 4.18 The Mill reserves the right to accept or reject all or any of the Tenders and also to waive, modify any or all conditions stipulated in the Tender Notification without assigning any reasons whatsoever and also award the same work to more than one Tenderer.
- 4.19 Tenderer should not engage Labourer below 18 years and above 60 years.
- 4.20 Offer should be valid for 90 days from the date of opening of the Tender.
- 4.22 Tenderer should arrange required sufficient tools and tackles for this work.

5. SUBMISSION OF TENDER:

Tenderers should submit tenders in a single Bid system covering all Technical and Pre-qualification aspects along with EMD and Price Bid in the prescribed format enclosed. Annexure-2., Conditional tenders will not be considered for acceptance.

Late Offers are liable for rejection, Telex / Telegraphic quotations will not be considered. The Tender is liable to be rejected if incomplete information is given thereon or if the particulars and data asked for in the Tender are not fully complied with or if the Documents submitted are improper.

6. EARNEST MONEY DEPOSIT (EMD):

- 6.1. The Tenderer must remit along with his Offer an Earnest Money Deposit of Rs. 40,000/- The EMD (OR Bank Guarantee in the prescribed Format) favoring The Mysore Paper Mills Ltd., Bhadravati – 577 302 drawn on any scheduled Banks having Branch office at Bhadravati- Shimoga Dist in Karnataka State .
- 6.2. The EMD paid through DD will be returned to the unsuccessful tenderers after finalization of the tender. The EMD amount will not attract any interest.
- 6.3. 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 and for additional extension period of three months if any.
- 6.4. In case the Bidder backs out in between from the Tender during processing of award of the Contract their EMD is liable for forfeiture.

7. STATUTORY OBLIGATIONS:

Tenderer shall comply with any and all the laws, ordinances, regulations and decisions of Courts (which shall be deemed to be a part of this agreement) and shall exclusively bear the consequences for failure to comply therewith. Without limiting the generality of the foregoing, contractor shall fully comply with the provisions of the Minimum Wages Act, the Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, Profession Tax Act and other Labour Laws and the Rules framed there under.

8. SECURITY DEPOSIT (SD):

8.1 7.50 % of the Contract value will be deducted in the Running Bills and will be retained by the company as a part of Security and due performance of the contract. The Security Deposite shall remain at the entire disposal of the Company as a Security for the Satisfactory execution and completion of the work. This Security Deposite (7.50 % including EMD @ 2.50 %) Total 10 % shall become due for refund to the contractor on Satisfactory completion of "Maintenance period" of 3 Months after the date of Certificate of completion.

8.2 Any un paid Claims, Dues, Debts, Penalties etc., payable by the Tenderer to the Company will be recovered by invoking the BG submitted by the Tenderer.

9. QUANTITY:

The quantity to be handled for contract period by the tenderer pertaining to the above said work is shown in the price format which is only indicative figures and not guaranteed. The quantity should not be made a point of dispute by the Tenderer. MPM will not entertain any Claims from the Successful Tenderer if there is a reduction / increase in the quantum of Work.

10. COMMERCIAL TERMS & CONDITIONS:

Tenderers are required to indicate Unit Rate and the offer should be valid for 90 days from the date of opening of the Part B: Price Bid.

11. VALIDITY:

The works detailed in this tender is to be carried out during the contractor period of 12 months . The details of works to be carried out and related scope of work are furnished in this tender. The rates holds good till completion of work and no price escalation will be paid.

12. TERMS OF PAYMENT:

Against Monthly Bills duly certified by the Bill Certifying Authority. All the Bills for the work carried out during the previous month to be submitted to the Bill Certifying Authority in Quadruplicate latest by 2nd of the succeeding month for verification and certification. Bills found in order will be certified by the Bill Certifying Authority and signed by Bill Counter Signing Authority and forwarded to Finance Division for arranging payment. Deductions such as Income Tax at the prevailing rate shall be applicable on the Gross Bill payable to the Successful Tenderer.

13. Employee State Insurance (ESI) / Provident Fund (PF) / Group Insurance:

13.1. 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. regard MPM's decision is final. In case the successful tenderer wish to avail exemption under any of these clauses, they should get exemption letter from concerned department i.e., ESI / PF

13.2. Tenderer will be responsible and be required to obtain Workers Compensation Linked Group Insurance Policy against Accidental Risk, Injuries partial or otherwise disabilities and death while on duty for his Workers / Supervisors or any type of workmen engaged by the tenderer during the Contract Validity Period. The expenditure of Insurance Premium will be borne by the tenderer.

14. TAXES AND DUTIES:

Taxes/ Duties liability, if any, shall be to Contractor's account. 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. Agency to comply with the latest Finance Bill of Central Govt (GST) or as amended by time to time.

15 The GST is on the Gross Bill amount. Tenderer has to make registration with Competent Authorities of Govt Office and indicate the GST Registration No. in their monthly bills.

16. BILL CERTIFYING AUTHORITY / COUNTER SIGNING AUTHORITY:

Sr. Manager (Civil-Factory & Projects) is the bill certifying authority for the works carried out .and AGM (Projects. CE &TS) is the bill counter signing authority.

17. PENALTIES:

In case the Tenderer fails to execute the Work as per the Terms and Conditions and Instructions of the Certifying Authority, the Management reserves the Right to levy Penalty as mentioned below.

17.1 In case the Tenderer abandons/ discontinue the Contract within the validity of the Contract period the MPM management has the right to get the same work done by any other Agency and the Loss or extra expenditure suffered in such event shall be debited to the Tenderers Account in addition to forfeiting the Security Deposit.

17.2 Un-satisfactory Performance of the contract may also lead to black listing of the tenderer.

18 RIGHT OF FORECLOSURE:

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

19 FORCE MAJEURE: -

Neither Party shall be held responsible for any Losses, if the fulfillment of any Terms or Provisions of the Work Order / Contract are delayed or prevented by Acts of Lawful Government Revolutions or other Disorders, Wars, Acts of Enemies, Strikes, Fires, Floods, Acts of God or Acts of States without limiting the foregoing, any other causes not within the control of the Party whose performance is interfered with and which by the exercise of reasonable deliquence, is unable to prevent whether all the clause of causes herein before enumerated or not. The Party claiming occurrence of any event under force majeure shall give Notice within Fifteen Days to the other in writing in the event of instance of any force majeure circumstances, failing which, the supplier shall not be entitled to any benefits under this Clause.

20. SETTLEMENT OF DISPUTES: -

In the event of any Controversy, Claim, Question or Dispute arising between the Tenderer and the Owner on any matter, relating to the Contract or arising out of the breach thereof the Parties thereto shall use their best efforts to settle such Question, Dispute or difference amicably by mutual negotiations / mediation. In case mediation fails to resolve the Dispute, the matter to be taken up in Civil Courts of Law. The Legal Jurisdiction will be Bangalore in Karnataka State only.

21. ENCLOSURE TO PART 'A' OF TENDER DOCUMENT

NO: 170048FIOTJT dt. 25-03-2018.

(TO BE FILLED BY THE TENDERERS)

I / We have herein enclosed a Demand Draft No..... / Bank Guarantee No. in a prescribed Format, Dtd..... in favour of THE MYSORE PAPER MILLS LTD., BHADRAVATI, KARNATAKA STATE for Rs. 40,000/-.

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

Name of Tenderer

Place

Date

ANNEXURE – I

22. ELIGIBILITY CRITERIA AND PRE-QUALIFICATION FORMAT

22.1 Name of the Tenderer:

22.2 Name of the Firm / Company:

22.3 Full Postal Address of the Tenderer:

22.3.1. Residential Address :

22.3.2. Office Address :

22.4 Telephone No.:22.4.1. Residence:

22.4.2. Office:

22.4.3. Mobile:

22.5 Labour Department Licence Number :

- Date of Issue

- Validity

- Note: copy to be enclosed.

22.6 Bank Account Details :

- Nature of the Account :

- Name & Address of the Bank :

-

22.7 Experience details:

Sl.	Name of the Firms for whom already carried out the same or other works.	Name of the work.	Year.
1			
2			
3			
4			
5			

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

22.8 Service Tax Registration Certificate No. & Date: -Photocopy to be enclosed.

22.9 PAN Number and Date: Photocopy to be enclosed.

22.10 Income Tax Returns Filed (for 3 years): - Photocopy to be enclosed.

22.11 ESI and PF code - Photocopy to be enclosed.

22.12 Work Certificates for having carried out similar works with the authorized departmental head of the department.

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23. ELIGIBILITY CRITERIA REQUIREMENTS FOR PRE- QUALIFICATION:

- 23.1 Tenderer should have carried out Jungle cleaning works and chemical sprays for weed control in open fields ,should have carried out 30 % of the tendered value in past 3-5 years of single work. Contractors of Class-I of PW, P, IWD/ CPWD/ VISP/ Rlys or any other Govt/ reputed Organization are eligible to apply.. Necessary documents shall be enclosed along with the offer. Contractors do not fulfill the above requirements will not be considered for acceptance. MPM is not necessarily to accept the L-1 bidder, and contractor not to claim as a right in this respect.
- 23.2. 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.
- 23.3. 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. In case the successful tenderer wish to avail exemption under any of these clauses, they should get exemption letter from concerned department i.e., ESI / PF
- 23.4. Tenderers shall furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified.

Name of the Tenderer:

SIGANATURE OF THE TENDERER WITH SEAL

Place:

Date:

ANNEXURE – 2

PART- 'B'
 PRICE BID FORMAT

TENDER NO: 17-XXXX-FIECVLT dt: XX-01-2018

SI	Activity	Unit	Qty	Rate in Rs.	Value in Rs.
1	Clearing grass and removal of hurbs , shrubs ect., by manual means and stacking out side the prephery of the area cleaned complete as per specification. MORTH. (North Zone SR 2016-17/ P.No: 136/ 18-10)	Sqmtr	279450		
2	Labour charges for weed Controlling by chemical spray method as per manufacturer specification using approved based controller like GLYPHOSATE Chemical WITH ONE OF COMMERCIL AVAILABLE WEED CONTROLLER ROUNDUP on weed spread area to control weed growth to the extent of 100 to 120 days for each time application and maintenance up to 120 days per application (Necessary water supplied free of cost by MPM) and agency to make their own arrangements for water supply form the point.	Sqmtr	838350		
3	Note: Putting of Fire/ controlled firing is strictly prohibited. The agency to collect cut jungle / grass/ weeds/ bushes etc., on day to day basis and collect the same as directed by work in charge.				
4	GST @ 18 %				
5	Total				

Signature of contractor

Address/ Signature and seal of Contractor

I have read the above tender document and agree for all the terms and conditions as stipulated in the tender document in full.