

THE MYSORE PAPER MILLS LIMITED
BHADRAVATI-577 302
KARNATAKA STATE, INDIA.

ANNEXURE-I

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'E - TENDER DOCUMENT'

E-TENDER FOR PROVIDING MANPOWER FOR OPERATION AND MAINTENANCE OF ELECTRICAL SUB STATION, ETP, STP, WATER WORKS AND FIRE STATION FOR A PERIOD OF 6 MONTHS.

Company Name	The Mysore Paper Mills Limited PaperTown Bhadravathi – 577302 Shimoga Dist, Karnataka State
e-Tender Reference	MPML/OTJT/210010
Date of Publication of Tender Document in E-Portal	27.10.2021
Last Date for any queries from Tenderers	11.11. 2021 UPTO 16 Hours.
Last Date and Time for uploading of Tender details (Both Part-I & Part-II)	12.11.2021 UPTO 16-00 Hours.
Time & Date of Opening of Part-I & II the of Tender	15.11.2021 at 16 Hours
Earnest Money Deposit [EMD]	Rs. 1,00,000/-
Place of Opening of Tender	The Mysore Paper Mills Limited PaperTown, Bhadravathi – 577302
Address for Communication	AGM (Materials) i/c The Mysore Paper Mills Ltd., Bhadravati - 577 302 Shimoga - Dist.

E-TENDER FOR PROVIDING MANPOWER FOR OPERATION AND MAINTENANCE OF ELECTRICAL SUB STATION, ETP, STP, WATER WORKS AND FIRE STATION FOR A PERIOD OF 6 MONTHS.

- 1. Scope of the work :** Providing Manpower for operation of Electrical substation, ETP/STP, Water works and Fire station, the detailed scope is at para 24 (I to VI).
- 2. Quantity:** Please refer Price Format enclosed herewith (PART-II)
- 3. Work Execution Location:** MPM site.
- 4. Inspection :** Inspection by MPM officials
- 5. Work Completion /Duration Time :** 6 months/180 days
- 6. Transportation :** Transportation of items required to carryout the work is in the scope of the tenderer from Central stores / sub stores/any locations as required to carry out the work.
- 7. Validity of offer:** 30 days from the last date of submission of offer as stipulated in e procurement portal.
- 8. Rates : As per Price Format.**
- 9. General Conditions :**
 - a) Agency is responsible for providing operating staff, unskilled labor and Electrical engineer on daily and continuous basis as per MPM's working schedule. MPM will maintain the record of attendance of the person and in case of absence of them, agency shall arrange for alternate equivalent persons to carry out the work during their absence. If alternate arrangements are not made such absences are liable for deduction of amount from the agency's bills on pro-rata basis.
 - b) Reliever engineers attending services when regular engineers go on leave, shall come with insurance, 2 passport size photos and work order photo copy to submit to MPM security office to get permit/pass.
 - c) Agency shall comply with the Employee State Insurance (ESI) Act, Provident Fund (PF) Act and any other workmen related Acts as per the statutory requirement for the workmen who work under this tender.
 - d) The general Conditions attached as Annexures for financial Compliance documents and other applicable terms and conditions also shall be part of this tender.

- e) Records and documents pertaining to workmen deployed shall be submitted to the Security Staffs.
- f) Succeeding month's Bill will be cleared only on production of documentary evidence for having disbursed the Wages and Statutory Payments made by the Contractor to the concerned statutory authorities for the previous month and subject to certification by the Materials Department.
- g) All the Bills for the workmen deployed during the previous month to be submitted to the Bill Certifying Authority in Quadruplicate for verification and certification. Bills found in order will be certified by the Bill Certifying Authority and Bill Counter Signing Authority and forwarded to Finance Division for arranging payment and payment will be released after certification of Wage Roll by Materials Department for having disbursed the Monthly wages by the Contractor before 10th of every month.
- h) The Contractor is required to deposit a Demand Draft or Bank Guarantee in the prescribed Format in favour of MPM within FIFTEEN days on award of the Contract towards Security Deposit equivalent to 2.5% of awarded Contract Value. The BG shall be valid for full Contract Period and additional extension period, if any.
- i) In the event, the Contractor fails to furnish BG or DD towards Security Deposit, bill of the Contractor for the respective month would be held up till the Security Deposit is furnished.
- j) Any unpaid Claims, Dues, Debts, Penalties etc., payable by the Contractor to the Company will be recovered by invoking the BG submitted by the Contractor.
- k) The Security Deposit will not attract any interest during the tenure of the Contract.

10) 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 an act of "Force Majeure" event.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Party and not involving the Party's fault or negligence and not foreseeable. Such events may include, acts of Acts of God, Acts of Lawful Government Resolutions or Order, Wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and with out limiting to the foregoing any other causes which are not within the reasonable control of the Party affected, and

which by the exercise of reasonable delinquency, is unable to prevent all the clause or clauses.

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 party shall not be entitled to any benefits under this clause.

Unless otherwise directed by the other party in writing, the affected party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall explore all reasonable alternative means for performance not prevented by the Force Majeure event.

- 11) In case the Agency fails to provide the alternate workmen in place of absentees, the reliever charges along with the penalty (10%) shall be recovered from the Agency's Service Charges at the discretion of bill certifying authority.

In case the Contractor fails to execute the work as per the terms and conditions, the Management reserves the right at its discretion to levy suitable penalty or to cancel the work order at Contractor's risk and cost or to get the same work done Departmentally or by any other Agency, loss or extra expenditure incurred in such, an event shall be debited to Contractor's account. The non-satisfactory work on the part of the Contractor will lead to blacklisting of the Contractor.

12. NON-COMPLIANCE OF OTHER TERMS AND CONDITIONS:

- a) In case the Contractor 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 at the cost and risk of the Contractor. The Loss or extra expenditure suffered in such event shall be debited to the Contractors Account in addition to forfeiting the Security Deposit.
- b) In default or breach of Contract Terms & Conditions, the Security Deposit is liable for forfeiture.
- c) The MPM reserves the right to terminate the Contract by giving week notice for reasons of unsatisfactory performance of Contract or malpractice.
- d) Un-satisfactory Performance of the Contract may also lead to black listing of the Contractor.
- e) If Wages are not disbursed to the workmen on or before 10th of every month (or on the previous day in case 10th happens to be

Sunday or Holiday) a Penalty of Rs.500/- per day Lumpsum would be levied to the Contractor.

- f) The Statutory benefits have to be extended to the workmen by the Contractor and the payments are to be made to the concerned authorities as per the following schedule:
- PF to be paid on every month to each workmen
 - ESI to be paid on or before 20th of every month.
 - GST to be paid on or before 05th of every preceding month
 - In case the Contractor fails to pay any of the above said statutory payments within the due date prescribed a penalty as per existing rules shall be imposed. This is in addition to recovery of fine / damages to be levied as per the relevant Acts.

Improper turnout will be attracting penalty at the discretion of the Bill certifying Authority. For any other Violation or Default or issues if committed by the Contractor a will be penalized/levied depending on the nature and magnitude of the default / violation of other issues. The Committee will submit report to the MD whose decision is final and binding on the Contractor.

13) SETTLEMENT OF DISPUTES: -

In the event of any Controversy, Claim, Question or Dispute arising between the Contractors 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 and Management is not liable for any default committed by the Contractor. In case mediation fails to resolve the Dispute, the matter to be taken up in Civil Courts of Law. The Legal Jurisdiction will be Bhadravathi, Karnataka State.

14) STATUTORY REQUIREMENTS TO BE FOLLOWED BY THE CONTRACTOR:

- a) The Agency will be solely responsible for any accidents/injuries to such workmen in the course of their duties and will adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured and its expenses. The Agency shall be responsible to reimburse the expenses incurred by the workmen in respect of medicines etc., to the workmen. The Agency shall contribute to ESIC Scheme as per the ESIC Act 1948 and shall ensure that all workmen employed by it are covered under this scheme.
- b) The Agency shall be totally responsible for the compliance of the provisions of the statutory benefits mentioned below in respect of its Employees. Due to any default of the Agency, the Company shall in no way be held responsible for non-compliance by the Agency regarding the same. In case the Company is dragged into litigation due to the default of the Agency, all costs due to such involvement will be recovered by the

Company from the Agency out of their Bill. The Contractor should make provision to the following Statutory Benefits to all the Security Staff as per the Act.

- c) The Agency shall also be responsible for Compensation for accidents and injuries under the Workmen's Compensation Act, 1936 for their workmen.
- d) It is obligatory to to maintain proper Records and Documents under the Contract Labour (Regulation & Abolition) Act, 1970, Factories Act 1948 and other applicable labour Laws by the Contractor. Agency is also required to maintain the Register of workmen, Muster Roll, Attendance Register, Wage Register, extra Duty Hours Register and Register of Fines etc., to be certified by the Employer. The Contractor is obligated to issue Wage Slip and Employment Cards to the respective Security Staff. The Contractor should produce all these Records whenever it is called for by the Competent Authority.

Further the Contractor shall obtain required Labour Licence from the Asst. Labour Commissioner, Mangalore within 2 weeks from the date of award of the Contract. He shall issue Notice of Commencement / Completion of Work and file Half-Yearly Returns to the Authority as per the statute

- e) This document does not give exclusive right to the Contractor 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.
- f) The Contractor 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 persons.
- g) However, MPM shall not be responsible for any loss or injuries sustained by Contractor or his Employees of their own negligence or otherwise. 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 Contractor.
- l) The Contractor shall ensure that personnel employed by him are confined to the working spot allotted to them.
- m) The Entry / Exit of the Contractor's Employees / Security Staffs 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.
- n) The Contractor shall obtain necessary Passes from the Security Officer for his Security Staff or Employees.

- o) The Contractor should not engage Security Staff below 18 years and above 60 years.
- p) The Agency must observe all safety measures/ arrangement attending to above work. Any Safety appliances required as per advice of Safety Engineering Department should be provided by the Agency at his cost.

15) 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.

16) SAFETY REGULATIONS:

- a) The Contractor will observe all statutory and legal requirements by the Central and State Governments applying to the work as well as any local regulations applying to the site issued by the Owner or any other Authority. In case of accident, the Owner shall be informed in writing forthwith. The Contractor shall strictly follow regulations laid down by the Factory Inspector, Government and

17). Payment Terms:

No advance payment will be made. Payment will be made on monthly basis against certification from certifying authority after completion of service works as mentioned in our scope of work. Every month agency is required to submit a report which contains the details about the manpower supplied. The exact format and style of report will be furnished to the agency by MPM. monthly payment of bill is based on these reports. At the time of payment of bills any dues/ recoveries towards delay on agency's part will be recovered from these bills.

The agency is responsible to Make ESI/PF to the workmen who work in this contract and MPM is not responsible for the same, the agency has to produce the ESI/PF remittance to the workmen while passing the Bill.

18) Bill Counter Signing / Certifying authority:

The concerned agency to submit their Invoice in Triplicate containing the details of the manpower deployed. The exact format of the report will be given by MPM.

19) GST

The Quoted rates shall be exclusive of GST applicable from time to time. The new Finance Bill GST is effective from 01-07-2017. The applicable GST to be indicated separately in the offer, otherwise, the amount indicated in the offer is considered inclusive of GST. The agency to provide PAN no . If not provided 20 % Bill amount will be deducted at source.

20) **Fore closure of Contract.**

In the event MPM decides to not to continue with the contract due to various reasons viz, Technological up gradation, stoppage of the plants and activities, MPM reserves the right to foreclose the contract with Pro-rata payment to the agency for the work carried out till the date of foreclosure. In this regard MPM decision is final and binding on the part of the contract

- a) The Contractors are strictly abide by the payment of Minimum Wages as applicable to Government of Karnataka for workmen and any Quote less than the Minimum wages liable for rejection. The present Minimum Wages fixed by the GOK to the Workmen is as follows.
- b) The above requirements may be revised by the company from time to time. The agency agrees not to raise any dispute on this. Agency shall provide extra persons, if required by the company at the same rates at short notice within short interval.
- c) The Agency shall provide the above number of personnel sufficient to cover the manshifts stipulated by the company and shall arrange replacement at its own expenses in case of sickness, absenteeism, leave/absence and relief for any reason whatsoever. The Agency shall see that no post is unmanned at any time, (and that persons are not put on duties continuously after performance of eight hours shift duty as for as possible).
- d) The above strength is exclusive of relievers and the Agency has to provide the required relievers to take care of weekly off to meet the statutory requirement.

21) REQUIREMENTS FOR THE LABOURS ENGAGED BY THE AGENCY

All Personnel provided by the Agency should satisfy the following requirements :-

- 1) He should be an Indian national.
 - 2) He should be physically and mentally fit.
 - 3) He should have basic security training.
 - 4) He should not be permanent resident within one hundred kilometer radius of the company.
 - 5) He should be within age limit specified in each category.
- 22) The agency should have carried out manpower supply and having experience of minimum of 3 years in the field of supply of manpower in Industries. Proof should be uploaded to the bid document in support of Pre-qualification. The lowest bidder (L-1) need not be taken for award

criteria if they do not have the requisite experience. Hence, L-1 bidder should not claim as a right for award of contract.

23) The Agency shall at its own expense obtain required License under the Contract Labour (Regulation & Abolition) Act, 1970, or regulations of any Government entity in connection with the Company within 30 days after awarding of the contract by the company from the Asst. Labour Commissioner, Mangalore. The Agency shall issue notice of commencement / completion of work and file half-yearly returns to the Authority as per the statute.

24) SCOPE OF WORK FOR OPERATIONS & MAINTENANCE:

I. ELECTRICAL WORKS

- 1.1 Skilled electrical work at 110 Kv substation TG House
- 1.2 Sub-station yard maintenance and house keeping
- 1.3 11 Kv bus bars and breaker maintenance
- 1.4 All power transformers maintenance works
- 1.5 Electrical motors maintenance
- 1.6 General Electrical maintenance works
- 1.7 House keeping, rank vegetation clearing around the substation.
- 1.8 Any other job assigned in the company during exigencies.

II. Operation of ETP / STP

- 1.1 Operation and maint. of Sewage treatment and Effluent treatment plant
- 1.2 Colony sewage pump operation and maint.
- 1.3 Sewage tank, clarifiers, aeration basin cleaning.
- 1.4 House keeping, rank vegetation clearing, weedicide spraying
- 1.5 Chemical handling & dozing.
- 1.6 Any other job assigned in the company during exigencies.

III. Operation of water Works

- 3.1 Operation & Maint of water treatment plant equipments
- 3.2 Operation of pumps and valves.
- 3.3 Alum shifting, dozing and unloading from incoming trucks and miscel. Works.
- 3.4 Rank vegetation clearing, weedicide spraying around the plant
- 3.5 Clearing of settling tanks, filter tanks, etc.
- 3.6 Any other job assigned in the company during exigencies.

IV. Instrumentation department.

- 4.1 Checking of all instruments and calibration.
- 4.2 Calibration of all Smart electronics transmitters
- 4.3 Checking and calibration of pneumatic control valves with valve positioners.
- 4.4 Checking and calibration of electronic/analog totalizes.
- 4.5 Any other instruments and CCTVs installed at various locations.

4.6 Any other job assigned in the company during exigencies.

V) **Fire Station**

5.1. Fire fighting and maint. of fire fighting equipments.

5.2 Any other job assigned in the company during exigencies.

VI. The responsibilities of the safe custody of tools issued to the personnel rests with the agency.

I agree and here by given my consent for all the details/ clause of contract in full

Signature of contractor