THE MYSORE PAPER MILLS LIMITED

BHADRAVATI

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(e-PORTAL TENDER NO. MPML/HRD/220004/2022-23/ Call 2, Date. 06-07-2022) TENDER DOCUMENT FOR ANNUAL CONTRACT FOR PROVIDING TWO NOS TATA SWIFT DZIRE / OTHER EQUELENT VEHICLE (MODEL 2017 & ONWARDS ONLY) FOR MILLS OFFICE DUTIES FOR THE PERIOD OF 2022-23 UNDER SINGLE COVER SYSTEM

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BHADRAVATHI CALENDER OF EVENTS

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Company's Name	THE MYSORE PAPER MILLS LIMITED Paper Town, Bhadravati
Purpose of this Tender	As per "Karnataka Transparency in Public Procurement Act 1999
E-portal No.	MPML /HRD/220004/2022-23 Call 2, Date. 06-07-2022)
DATE OF PUBLICATION OF TENDER DOCUMENT IN E-PORTAL	06-07-2022
LAST DATE AND TIME FOR UPLOADING OF TENDERS (Both Part-A & Part-B)	20-07-2022 upo 16 HRs (only by e-portal)
TIME & DATE OF OPENING OF TENDER (Part-A & Part-B)	22-07-2022 at 16.00 hours
PLACE OF OPENING OF PART-A & PART-B OF TENDER THROUGH E-PORTAL	Through e-portal
ADDRESS FOR COMMUNICATION	Chief Administrative Officer The Mysore Paper Mills Ltd., Paper Town (Post) Bhadravati-577 302. Karnataka State

TENDER FOR

(e-PORTAL TENDER NO. MPML /HRD/220004/2022-23 Call 2, Date. 06-07-2022) TENDER DOCUMENT FOR ANNUAL CONTRACT FOR PROVIDING TWO NOS TATA SWIFT DZIRE / OTHER EQUELENT VEHICLE (MODEL 2017 & ONWARDS ONLY) FOR MILLS OFFICE DUTIES FOR THE PERIOD OF 2022-23 UNDER SINGLE COVER SYSTEM

<u>SECTION - I INVITATION / INSTRUCTIONS FOR TENDERS (IFT)</u>

- a) ELIGIBILITY CRITERIA REQUIREMENTS FOR PARTICIPATION IN THE TENDER Please refer ANNEXURE I. (PART-A) Technical Bid.
- b) PRICE BID FORMAT Please refer ANNEXURE II (PART-B).

The Mysore Paper Mills Ltd., Bhadravati-577302, Karnataka State (Factory) invites tenders from eligible Tenderers for (e-PORTAL TENDER NO. MPML /HRD/220004/2022-23 Call 2, Date. 06-07-2022)

TENDER DOCUMENT FOR ANNUAL CONTRACT FOR PROVIDING TWO NOS TATA SWIFT DZIRE / OTHER EQUELENT VEHICLE (MODEL 2017 & ONWARDS ONLY) FOR MILLS OFFICE DUTIES FOR THE PERIOD OF 2022-23 UNDER SINGLE COVER SYSTEM

- 1. The Tenderers may submit tenders for Providing Vehicles. Tenderers are advised to note the pre-qualification criteria specified in page No.11 to qualify for award of the contract.
- 3. Tender documents may be downloaded from e-procurement portal www.eproc.karnataka.gov.in as prescribed in the eportal for a non-refundable tender document fee. Interested Tenderers may obtain further information at the same address. The Mysore Paper Mills Ltd., Bhadravati will not be held responsible for delay if any in submitting the offer within the scheduled time.
- 4. Tenders must be accompanied by Bid Security of the amount specified in the tender document, Earnest Money Deposit of Rs.25,000.00 will have to be in any one of the option specified in the e-portal. and shall have to be valid for 90 days beyond the validity of the tender. Approximate estimated value of the tender is for Rs.10.00 lakhs.

- 5. EMD to be paid by the agency as specified in the e portal.
- 6. The Tenderers are advised to offer best possible lowest rates. The total price quoted by the tenderer for one year will be considered for evaluation. In case lowest offered rates are found reasonable considering the prevailing conditions, the Contract may be awarded to the lowest bidder. However, MPM reserves the right to negotiate with the lowest bidder. MPM also reserves the right either to cancel the Tender or to opt for re-tender.
- 7. MPM reserves the right to reject any or all the Tenders at its own discretion without assigning any reason whatsoever.
- 8. Tenders must be uploaded on or before the due date as prescribed in the e-portal and Tender (Part A & Part-B) will be opened on the date as mentioned in the e-portal.
- 9. Other details can be seen in the tender documents.

SECTION - II GENERAL TERMS AND CONDITIONS:

A) SCOPE OF WORK INCLUDES:

- 1) The Cars will be utilized for 10 hours duty in a day on all days including Sundays and Holidays. Incase the Management chooses the same would be utilized for 24 hours in a day (i.e., round the clock basis). and other Mills external duties on all working days also.
- 2) The Cars are required for various Office duties as detailed below:
 - a) To call workmen from their residence for maintenance / break down jobs from Township.
 - b) Banks Trips and other Finance Department Duties.
 - c) Railway Station Courier and Guest House Trips.
 - d) Trips to Bhadravati town such as Schools, K.E.B., V I S P., Government Offices, P & T, Industrial Estate, Railways, Guest House purchases etc.,
 - e) Shimogga trips to various Departments for purposes of purchases, Government Offices, Courts etc.,
 - f) To attend to Medical and Death Cases.
 - g) Any other Official trips to other places or within the Mills as and when required, and local Trips as well as out stations within the Karnataka.
- 3) All expenditure such as Repairs, Maintenance, Petrol / Diesel, Lubricants, Taxes, Driver Wages or any other items of expenditure on the hired vehicle will be borne by the Tenderer.
- 4) Average monthly run of Vehicles will be 2500 Kms. For any increase over and above 2500 Kms per kilometer rate will be applicable as agreed upon.

- 5) MPM shall have the right to utilize any day's leftover unutilized kilometer on the next days or any other days but within the same calendar month or within the close of the year.
- 6) In case of any repair / breakdown of the vehicles, the Tenderer shall provide alternative vehicle without any delay. The alternative vehicle provided should be suitable for Mills duties and acceptable to the Bill Certifying Authority. In case the alternative vehicle is not provided in time penalty shall be levied as mentioned hereunder.
- 7) Vehicle should be maintained to the entire satisfaction of the Bill Certifying Authority. 3 pairs of Neat and decent White Uniform and Shoes should be provided to the drivers and they must be provided with ID Badges, which has to be carried along with them while on duty. Each driver should not work more than 10 hours in a shift. The driver should be well experienced and having Valid Driving License.
- 8) The vehicle provided should be with Yellow Board Permit as per the provisions of RTO. The vehicle should be insured for comprehensive risks.
- 9) In case of change of vehicle assigned to MPM for any trips / regular works. That is to say, as directed
- 10) Driver should be alert.
- 11) Vehicle should be provided with full tank fuel every day if required.
- 12) The vehicle should also to carry portable luggage Halting charges and Bata to be payable in case of outstation duty.
- 13) Toll Fee, if any, paid by the Contractor will be re-imbursed to the Contractor on submission of the Bills duly certified by the Contractor and the Bill Certifying Authority, at the time of releasing the monthly Bills.

B) PERIOD OF CONTRACT:

The Contract shall be valid for ONE years and MPM reserves the right to extend the validity for a further period of THREE months on the same Rate, Terms and Conditions.

C) VALIDITY:

Validity of the offer for the Tender is for 90 days from the date of opening of Price Bid.

D) TERMS OF PAYMENT:

100% payment will be made 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, other taxes at the prevailing rate shall be applicable on the Gross Bill payable to the Tenderer, from time to time

E) SECURITY DEPOSIT:

- The Successful Tenderer is required to furnish either a Demand Draft or a Bank Guarantee in the prescribed Format within TEN days on award of the Contract towards Security Deposit for an amount equivalent to 2.5% of the Contract value. The BG shall be valid for ONE year Contract period and additional 3 months period.
- 2) In the event, the Tenderer fails to furnish BG or DD towards Security Deposit, bill of the Tenderer for the respective month would be held up till the Security Deposit is furnished.
- 3) Any unpaid Claims, Dues, Debts, Penalties etc., payable by the Tenderer to the Company will be recovered out of Security Deposit submitted by the Tenderer.
- 4) The Security Deposit shall not bear any Interest so long as it is held by the Company as Security Deposit.

F) TAXES AND DUTIES:

The applicable G S T Leviable as per Notification issued by Govt. of India on monthly basis.

G) 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 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 deliquence, 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.

H) PENALTIES:

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

a) 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.

- b) The Tenderer should provide vehicle for official duty (including outstation duty) as directed by the Officer in-charge as and when required. In case the Tenderer fails to make arrangements / provide the vehicle, the alternative arrangements would be made by the Company and the cost of such arrangements should be borne by the Tenderer and the cost of which will recovered from the bills of the Tenderer in addition to the penalty.
- c) If the Work is not carried out as mentioned in the Scope of Work, Penalty shall be imposed on the Tenderer at Rs.1000/- per day per vehicle in addition H (a) and H (b) where ever applicable.
- d) In case of driver fails to attend the duty, fine may be levied Rs.500/- in first time and more that to Rs.1000/-

Note: Un-satisfactory Performance of the Contract may also lead to black listing of the Tenderer.

I) 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 Bhadravati in Karnataka State only.

J) STATUTORY OBLIGATIONS:

The 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, Tenderer shall fully comply with the provisions of the Minimum Wages Act, (Regulation and Abolition) Act, ESI & PF, Workmen's Compensation Act, Profession Tax Act and other Labour Laws and the Rules framed there under, from time to time.

K) GROUP INSURANCE:

The 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 during the Contract Validity Period. The expenditure of Insurance Premium will be borne by the Tenderer.

L) TAXES AND DUTIES:

Taxes / Duties liability other than the Service Tax if any shall be to Tenderer's Account.

M) OTHER CONDITIONS:

a) The work is to be executed as per instruction, direction and satisfaction of the Bill Certifying Authority and Bill Countersigning Authority.

- b) 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.
- c) The Tenderer should visit the Mills prior to submission of tender and make himself fully aware of the working conditions in the Mills and other procedures to be followed.
- d) The 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.
- e) However, MPM shall not be responsible for any loss or injuries sustained by Tenderer or his employees of their own negligence or otherwise.
- f) The Tenderer must observe all Safety Measures/ Arrangement while attending to above work. Any Safety Appliances required would be provided to the Tenderer's Workers on free of charge basis (by MPM) as per the advice of Safety Department on need basis.
- g) 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.
- h) The Tenderer shall ensure that Labourers employed by him are confined to the working spot allotted to them.
- i) Any such or similar contract awarded and subsequently terminated by the Company for non compliance of the Terms and Conditions, participating of such tenders is liable for rejection.
- j) 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.
- k) The Tenderer shall obtain necessary Passes from the Security Officer of MPM for his Worker or Employees.
- I) Prospective Tenderers are advised to visit the Mills Premises and carefully study the Working Conditions before offering their Rates.
- m) The Tenderer should ensure that the place provided for their Workers are maintained neat and clean. Any failure for neat and clean maintenance of the same will attract Penalty at the discretion of the Management and the cleaning shall be made by alternative arrangement at Tenderer's Risk and Cost.
- n) The Tenderer should not allow their workers to Smoke inside the Factory 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 Workers are allowed to work in the above Conditions Tenderer will be penalised at the discretion of the Management.

- o) The Offer should be valid for 90 days from the date of opening of the Part B: Price Bid.
- p) 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.
- q) The Tenderer should not engage Labourer below 18 years and above 60 years.
- r) The Cars engaged by the Tenderer for the subject job should possess Valid Emission Certificate of engaged vehicle.

N) RIGHT OF FORECLOSURE: -

MPM reserves the right to foreclose the Work Order at any time by giving 30 days notice period 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.

O) BILL COUNTER SIGNING AUTHORITY / BILL CERTIFYING AUTHORITY:

Senior Manager (HRDP) is the Bill Counter Signing Authority for this Work. PLO – NOE / PRO or their Authorized Representative are the Bill Certifying Authorities. The Successful Tenderer is required to report on daily basis to the above Authorities to seek advice / instructions for the day to day work.

SECTION - III

A) SPECIAL TERMS AND CONDITIONS:

- 1. 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 to make the deletion / modification of certain work partially / fully and the same should not make as a point of dispute.
- 2. It is the Tenderer's responsibility to carry out the work. The Tenderer under the instructions by the concerned departments will do the Supervision of work. However, it is very important and essential that the Tenderer meets each of the Bill Certifying Authority or their Authorised Representative on daily basis and take instructions for carrying out the day to day work.
- 3. The work is to be carried out by the Tenderer even Sundays' and Mills Holidays'.
- 4. In case the work necessitates additional manpower, the Tenderer should bring the manpower and arrange for carrying out the work at no extra cost.
- 5. The Tenderer should visit the Mills prior to submission of tender and make himself fully aware of the working conditions in the Mills and other procedures to be followed.

B) FIRM PRICE:

The rates quoted by the Tenderer will remain Firm till completion of the Contract period including extension period if any.

SECTION - IV

ANNEXURE - 1

A) ELIGIBILITY CRITERIA REQUIREMENTS FOR PRE-QUALIFICATION:

- A. The Tenderer should own a Vehicle in his name or alternatively the Tenderer should produce a Power of Attorney signed by the Owner stating that in the event of an Order by MPML the Vehicle would be provided to the Tenderer for the subject Job.
- B. The Tenderer should possess Pan Card Number / Aadhaar and produce Service Tax Registration Number on award of the Contract and produce the copies of the documents while submitting the Tender.
- C. R C Book No. (Photocopy Enclosed) and F C Should be in the name of Tenderer or General Power of Attorney obtained from the Owner to be enclosed, and insurance if any.
- D. The Tenderers are advised to furnish the above information along with supporting documents failing which the Tenders shall not be pre-qualified
- E. Minimum Turn Over of the agency is atleast 3 lakhs per year in anyone one year is past 3 years

SECTION - V

ELIGIBILITY CRITERIA AND PRE-QUALIFICATION FORMAT

1.	Name of the Tenderer :				
2.	Name of the Firm / Company :				
3.	Full Postal Address of the Tenderer :				
	a. Residential Address :				
	b. Office Address :				
	Telephone No :				
	(a) Residence :				
	(b) Office :				
	(c) Mobile :				
4.	Bank Account Details :				
	- Nature of the Account :				
	- Name & Address of the Bank :				
5.	5. Experience details:				
	Name of the Firms where such Work Order SI. work or any other job work references Period Carried out by the Tenderer.				

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

6. GST Registration Certificate No. & Date: - Photocopy to be enclosed.

3 4 5

Annexure I contd..

- 7. IT PAN CARD NUMBER and Date:
 - Photocopy to be enclosed.
- 8. Financial Status:

- 9. Income Tax Returns filed (for previous year):
 - Photocopy to be enclosed.
- 10. DETAILS OF VEHICLES OFFERED: TATA SUMO / equivalent Diesel Car
 - i) Type of Vehicle :
 - ii) Model

(Manufacturing year 2017 onwards only)

- iii) Registration No. :
- iv) Tax paid up to :
- v) R C Book No.

(Photocopy enclosed) & F C (should be in the name of Tenderer or General Power of Attorney shall be obtained from the owner)

- vi) Insurance :
- vii) Capacity :
- viii) Name of the Owner :

The above information furnished by me are correct and true to the best of my knowledge.

Signature of the Tenderer with Seal

SECTION - VI

A. INFORMATION ABOUT TENDERERS:

SI. No.		
1	Telephone No./ Fax No./ e-mail	
2	Name(s) and position(s) of Person(s) who may be contacted for further information if required.	
3	Name of the partners in case of Partnership	
4	G S T Number	