



MADRAS FERTILIZERS LIMITED

**MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068**

E Mail: epro@madrasfert.co.in/dgmprodn@madrasfert.co.in
TELEPHONE: 044 25945318/420

NOTICE INVITING TENDER

**APPOINTMENT OF CONTRACT FOR HANDLING AND SHIPPING OF
FERTILIZER PRODUCT BAGS IN B&S PLANTS**

TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017

SUMMARY

Online bids are invited for **APPOINTMENT OF CONTRACT FOR HANDLING AND SHIPPING OF FERTILIZER PRODUCT BAGS IN B&S PLANTS**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in ["Tenders" – "e-tenders"] or Central Public Procurement web www.eprocure.gov.in/eprocure/app. Instructions for applying e-Tendering are given in Annexure-1.

For any clarification, please communicate to the following:
E-Procurement cell : epro@madrasfert.co.in/epro1@madrasfert.co.in
Phone: 044-25945 318/25941261 Mr. A M Sridhar
User contact: dgmprodn@madrasfert.co.in
Phone: 044-25945420/9941422800

Description: CONTRACT FOR HANDLING AND SHIPPING OF FERTILIZER PRODUCT BAGS IN B&S PLANTS	
Estimated Value of Tender	₹ 20.19 Crores
Nature of Bidding	Two part Bidding : 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	07.08.2017
Due date & Time for submission	29.08.2017 @16.00 hrs
Technical Bid Opening Date& time	30.08.2017 @14.00 hrs
Bid Submission (To be uploaded on or before the due date and time)	Three Separate on-line bids (1) EMD (2) Techno-Commercial Bid and (3) Price Bid to be submitted with price break up details as per Annexure-5 on or before the date & time meant for submission of bids.



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Opening of Techno-Commercial Bid	Bids will be opened in seriatim EMD, Techno-commercial and price bid.
Bid Validity	90 days from date of opening of Techno – commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount	Rs.40,38,000/- [Rupees Forty lakhs thirty eight thousand only] RTGS remittance slip/ Original EMD /DD/BG should be furnished in a separate sealed cover superscribe as EMD for TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017 and the same should be addressed to DGM-Production, M/s Madras Fertilizers Limited, Manali, Chennai - 600 068 on or before as per clause 1.1.8 of annexure-1.
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee or through RTGS (Annexure-10,11 &14).
EMD BG Validity	135 Days from the tender opening date
Payment Term	Monthly Basis. Payment will be 30 days credit from the date of submission of bill.
Contract Period	One year from the date of commencement of contract.
Bid Evaluation Basis	Techno-Commercially qualified L1/R1basis.
Negotiation / Reverse Auction	If required
Scope of Work / Duties & Responsibilities	Refer Annexure-2 /Annexure-8(ii)



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Annexure 1

INSTRUCTIONS FOR APPLYING E-TENDER

- 1.1.0 Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s NIC, Chennai.**
- 1.1.1 Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available [online bidder enrolment]. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode / eMudhra / safe script.
- 1.1.2 Bidders then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .doc/.txt/.pdf / .xls /.dwg formats only for uploading.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. **Scanned copy of the documents should be uploaded as part of the offer along with Techno-Commercial bid.**
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's Website.
- 1.1.10 the bidder has to submit the tender document online well in advance before the prescribed time (per server system clock) to avoid any delay or problem during the submission process.



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- 1.1.11 after the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 the details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 the tendering system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents shall be submitted **duly signed** by the bidders “**digitally using the e-token**” of the bidder.
- 1.1.15 the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof for submission of bid against the tender and will also act as an entry pass to participate in the bid opening.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 the bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable for rejection.
- 1.1.19 the time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requisition, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 all the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 the confidentiality of the bids is maintained by using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.



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- 1.1.22 the bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 the bidder should log out of the tendering system using the normal log out option available at the top right side corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if the prices are indicated in their un-priced Techno-Commercial part, their offer will be rejected and no further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders also to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.



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Annexure 2

Scope /Description of work

1.0 NOTE :

- 1.1 The details on quantum of work and pattern of operation given below are for the knowledge of the contractor as information to him for understanding the nature of operation involved and this shall not be taken as a commitment in any way on the part of MFL for providing the work load or facilities to the contractor.
- 1.2 The tenderer should in their own **interest visit the place of work** and acquaint **or assess** himself of the facilities at the Plant with the nature of the entire jobs of **HANDLING AND SHIPPING OF FERTILIZER PRODUCT BAGS IN B&S PLANTS** vide the nature of loading operations, method of loading, labour requirement for wagon loading operations etc. before quoting the rates.
- 1.3 The contractor should provide personal protective equipment's like helmets, shoes, Gloves etc required to all his workmen engaged in Plant activities and if he fails, a penalty will be levied accordingly. **All the safety regulations are to be adhered to.**
- 1.4 **Loading of wagons / trucks** involves the contractor to ensure (a) cleaning of wagons (b) spreading dunnage (c) ensure loading correct no. of bags and (d) closing wagon doors on either side and the rate should be quoted accordingly.
- 1.5 The contractor must know that the jobs are of round the clock basis and continuous in nature and should engage adequate experienced labourers and supervisors force to maintain uninterrupted production targets and product handling schedule.
- 1.6 The average loading labourers required per shift is 63 Nos. for handling and shipping of 1,600MT of Urea and 700MT of NPK per day. Depending upon the wagon / party trucks availability, he should engage more number of labourers to complete the loading in time. However engaging the number of labourers per shift is the discretion of the contractor to handle the production and complete shipping of party trucks / wagons without carryover / demurrage.
- 1.7 The contractor should engage adequate number of labourers for handling and shipping of products from free stack to wagon / truck and complete loading operation in time.
- 1.8 The contractor should not depend upon old existing contract labourers and if required he should be capable of arranging labour supply either partially or complete strength to carry out the handling and shipping operation without affecting production and product diversion to bulk.
- 1.9 Contractor should be in a position to take necessary action against non-co-operating / in-discipline labourers.
- 1.10 The number of labourers required per shift as shown above is indicative only and may vary depending upon the loading operation / plant production.



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- 1.11 The contractor ensure the reporting time of the loading labourers minimum 15 min in advance to the shift time so that diversion of product to bulk during shift change over may be avoided.
 - 1.12 Contractor's company supervisor should be made available round the clock shift to sort out labour problems in handling operation.
 - 1.13 The contractor shall be responsible for HANDLING AND SHIPPING OF FERTILIZER PRODUCT BAGS IN B&S PLANTS at site, Manali, Chennai - 600 068.
 - 1.14 **Free stack in WH / Rail Rack docks** involves pallets transfer and stacking of the Product /reprocess/off-spec Bags as conventional lots of 120, 160, 200 MT to a height of 20 bags after providing wooden pallets & wrapper gunnies at the bottom as dunnage in Ware Houses or Wagon loading dock with HDPE gunny wrappers at the bottom after cleaning the areas and the rate should include all this items
 - 1.15 Contractor has to engage his own Trucks for inter-carting the finished product to the warehouse (WH) /RR docks as per the requirement, when party trucks are not available for shipping. **Adequate trucks with tarpaulin in each truck (to protect bags from rainwater) to be deployed in site to handle the production. Truck body should be maintained in good condition without any damage (missing of plates/protruding nails etc).**
- 2.0 **AB and C - B&S Plant Operation:**
- 2.1 MFL consists of two individual bagging plants (AB & C) with a capacity to handle 3000 – 4000 MT / Day with a storage capacity of finished product around 50,000 MT. AB Bagging Plant can handle about 2000 to 2500 MTPD of NPK and 800 to 1600 MTPD of Urea in seven streams improved bagging machines (IBM) with a storage capacity of 30,000 MT for NPK and 10,000 MT for Urea bagged products. C Bagging Plant can handle about 1000 MTPD in 3 streams of IBM with a storage capacity of 10,000 MT of NPK.
 - 2.2 The capacity of IBM streams is 600 MTPD.
- 3.0 **Production - Direct Handling:**
- 3.1 Receiving the Product bags Urea / NPK from streams and wagon loading conveyors, loading the Party Trucks/ Intercart Trucks / Wagons directly after segregation (removing) of unstitched / soiled /damaged bags.
 - 3.2 Unloading the finished / off spec product from Hire trucks and Free stacking of the Product Bags as conventional lots of 120, 160, 200 MT to a height of 20 bags after providing wooden pallets and wrapper gunnies at the bottom as dunnage in Ware Houses or Wagon loading dock/ into Wagons with HDPE gunny wrappers at the bottom. Removing the pallets from de-stacked lots and stacking the good pallets and damaged pallets separately in an orderly manner.



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- 3.3 Unloading and Reloading of UTL / LTL Trucks partially or fully in Warehouse/Dock/Wagon/Other party Trucks as per the requirement.
- 3.4 unloading of off-spec /damaged bags from Intercart Trucks/ Party trucks and feeding directly in NPK plants or free stacking in W/Hs for future feeding.
- 4.0 Finished Product - Indirect handling:**
- 4.1 Transferring product bags from Party truck / Intercart truck to Intercart truck / Party Truck, Wagon to Party Truck / Hire Truck or vice versa and wagon to dock and dock to wagon and vice versa.
- 4.2 Loading Product bags from free stack lot to Intercart Trucks / Party trucks
- 4.3 Loading Product bags from Intercart truck into Wagon with correct no of product bags as advised in wagon loading advice. Loading pattern pasting and seventh bag marking also to be carried out during loading. The wagons are to be completely cleaned before loading and HDPE wrapper is to be spread as dunnage.
- 4.4 Collecting Product damages and off spec product from W/Hs, docks and streams area and feed them in NPK Plants or stack them in W/Hs.
- 4.5 Unloading RPM trucks in NPK plants directly or free stacking RPM bags in W/Hs and Feeding in NPK plants on need basis.
- 4.6 Loading of NPK/UREA Product bags into Trucks and wagons from free stack lots in Plant Warehouses/Docks directly and using intercart Trucks.
- 4.7 Contractor must also ensure the correct product/ number of product bags is loaded in Trucks/Wagons as per the Truck loading/ wagon loading advice.
- 4.8 Contractor must ensure cleaning of wagons/Trucks. In case of wagons, adequate dunnage, Seventh bag marking in the product rows and pattern of loading sheets pasting also should be followed without fall.
- 4.9 Contractor will be responsible for loading of Trucks/Wagons without penalty/demurrage and any such penalty/ demurrage arising out of not loading within the stipulated time will be deducted from the bills of the contractor.
- 4.10 Contractor also will be responsible for any shortage/ excess loading of Trucks/Wagons and an appropriate penalty will be levied as per clause 10.0 of Annexure-8(i).
- 4.11 Damaged product bags during Bagging/ Shipping will be collected in and fed in NPK plants using contractor's own truck as per the direction of the shift-in-charge then and there.



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- 4.12 Unloading of Bagged material like Ammonium sulphate, Urea, MOP etc from Wagons and handle as per the requirement and will be paid as per the scheduled rates available in force.
- 4.13 The jobs above-mentioned is illustrative only and not exhaustive. MFL may assign any other similar jobs, as may be required depending upon exigencies.

5.0 Volume of Work:

- 5.1 The tenderer may note that Madras Fertilizers Limited have programmed to produce an approximate quantity of 7.87 lakhs tonnes of fertilizer product in a year which are to be handled in bags. It is expected that approximately 70% of the production will be loaded directly into wagons / trucks and balance will be stored in warehouses and shipped subsequently (20% thru wagon and 10% thru truck).
- 5.2 Besides this direct shipping some trucks and wagons will have to be loaded indirectly from free stack within the warehouses. This will mean that an average of 20 to 30 wagons and 80 to 100 trucks will be loaded every day. On peak loading days, we are likely to load about 42 wagons and 100 to 200 trucks.

6.0 General:

- 6.1 The quantities given above are only approximate estimation. MFL do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any items thereof should necessarily or exclusively be entrusted to him. MFL will also have the exclusive right to appoint one or more contractors for any or all the service mentioned hereunder and to divide the work between such contractors in any manner and no claim shall lie against MFL.
- 6.2 The above information is given merely to give the tenderers an idea of the approximate quantum of work, to enable them make their own assessment for quoting rates and this shall not be taken as a guarantee for any minimum or maximum volume of work.

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Annexure 3

PRE-QUALIFICATION CRITERIA

- 1.1 The tenderer should have good reputation and the average annual financial turnover during the last three years, ending 31st March of the previous financial year, should not be less than Rs.6 Crores (Rupees Six Crores only) per annum.
- 1.2 Tenderer should have minimum of three years' work experience (For the value of Rs.8 Crores per year during last 7 years ending last day of month previous to the one in which applications are invited) vide housekeeping/ bagging work/ loading-work /ship-clearing and forwarding work etc. in major industries such as chemical/fertilizer industry, cement industry, port trust etc. where labour contract is involved. Contract work experience inside the industry premises only considered.
- 1.3 Statutory compliance regarding GST, ESI and PF code to be indicated. Those who are not having ESI/PF/GST code can also participate the tender and the statutory compliance code should be submitted before finalizing the contract.
- 1.4 The tenderer should not have been banned and or black listed by MFL or any other Govt. Department / Financial Institutions.
- 1.5 Bids from the tenderer will not be considered for evaluation on account of the complaints vide non-payment of salaries and statutory components like PF & ESI of their contract labourers and poor performance in supply of labourers for bagging and shipping of fertilizers bags in the last three years contract in MFL.
- 1.6 Holders of valid certificates obtained from NSIC / DGS & D / MSMEs can claim exemption from EMD payment against proof of valid documents.
- 2.0 **Documents to be submitted in hard copies by Bidder after opening the tender to DGM (PRODN):**
 - 2.1 Copies of experience / award letter.
 - 2.2 Income-tax Return for the previous 3 years separately in respect of tenderers Individual Partners/Directors/Members.
 - 2.3 Self-attested copies of Partnership deed and power of Attorney or Memorandum and Articles of Association. Original shall be submitted for inspection within one week of Acceptance of tender.
 - 2.4 Self declaration letter from the tenderer regarding clause 1.4.
 - 2.5 Copies of certificates of fitness, RC books and Motor Vehicle Insurance for each of the Inter-cart truck (hired truck/own truck) (10 MT capacity) offered for MFL work, Original RC books shall be produced within ten days after award of contract.



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2.6 Latest Copy of Solvency Certificate for ₹6.0 Crores (Rupees six crores only) from a reputed Bank.

3.0 Criteria for Selection:

3.1 The following factors will be taken into account for selection.

3.2 The selection will be on L1/R1 basis. Based on the total amount mentioned as per Annexure-5, contract will be awarded.

3.3 Offer Validity – 90 days from the date of opening of the bid.

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Annexure 4

Specification / Techno-commercial bid format

Name of the Tenderer	
Address	
Detailed Technical Specification offered	Not Applicable
Payment Term	Monthly Basis. Payment will be 30 days credit from the date of submission of bill.
Payment Mode	RTGS/NEFT
Delivery /Service Period	One year from the date of Commencement of contract.
Scope of Work	Refer Annexure-2
Service Place	MFL Plant
Offer Validity	90 days from the date of opening of bids
ESI Code	
PF Code	
GST Code Number	
EMD Details (₹ 40,38,000/-)	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for Penalty Clause [Annex.8 (i), Clause 10.0 & 12]	Yes
Acceptance to receive payment for actual measurement taken at MFL.	Not applicable
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :



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Annexure 5

TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017

Bill of quotes / Price bid

Handling and Shipping of Fertilizer Product Bags in B&S Plants

Note: [i] No column should be left unfilled which otherwise will reject the offer. [ii] Quantity mentioned in Column-C is approximate only. [iii] L1 will be based on grand total amount in **Column I (Sl no 1 to 18)** and whoever is L1/R1 will be awarded the contract.

Item no.	Item of Work	Appx. Volume of work	Unit	Basic Price [In Rs.]	Amount in Rs. [C*E]	Applicable GST in %	Applicable GST in Rs. [F*G]	Total Amount in Rs. [F+H]
A	B	C	D	E	F	G	H	I
1.	Direct loading of product bags from streams into intercart / party trucks /wagons/docks.	787375	MT					
2.	Loading of wagons from intercart truck.	33421	MT					
3.	Loading of intercart /party trucks from free stack / dock.	101764	MT					
4.	Unloading of product bags from intercart truck to dock.	549176	MT					
5.	Unloading of product /off spec bags from intercart truck to free stack.	101764	MT					
6.	Loading of product bags from dock to wagon.	577558	MT					
7.	Free stacking of standardized bags in conventional stack / loading to party / intercart trucks.	5000	MT					
8.	Transferring of bags from wagon to dock.	500	MT					
9.	Transferring of bags from wagon to intercart trucks.	500	MT					
10.	Transfer of product bags from intercart truck to party truck.	100	MT					
11.	Unloading of reprocess /fertilizer bags from incoming party truck and stacking in conventional stacks/feeding into NPK system.	500	MT					
12.	Unloading of reprocess/ fertilizer bags from incoming wagon into intercart truck.	500	MT					
13.	Unloading of reprocess /fertilizer bags from the intercart truck and stacking in conventional stack / feeding into NPK system.	1000	MT					



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Item no.	Item of Work	Appx. Volume of work	Unit	Basic Price in [Rs.]	Amount in Rs. [C * E]	Applicable GST in %	Applicable GST in Rs. [F*G]	Total Amount in Rs. [F + H]
A	B	C	D	E	F	G	H	I
14.	Feeding of reprocess/fertilizer bags from Intercart Truck /party truck in to NPK system.	2500	MT					
15.	Loading of reprocess fertilizer bags from dock/from free stack into intercart truck .	2500	MT					
16.	Collection of damaged /reclaimed bags from warehouse, dock etc and feeding into NPK plants using intercart truck.	120	MT					
17.	Collection of damaged /reclaimed bags from warehouse, dock etc and stacking in free stack using intercart truck.	280	MT					
18.	Loading of off spec product from free stack/streams and feeding into NPK system using intercart truck.	1110	MT					
	Grand Total in Figures							
	Grand Total in Words							

We have gone through MFL Tender Document TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017 and the rate quoted will be firm throughout the contract period and the above rate is based on complete understanding and acceptance of the terms and conditions contained therein.

- NOTE : 1. Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
2. Bidders to note that if the prices are indicated in their un-priced Techno-commercial part, their offer will be rejected.

Name of the Tenderer:

Address:

Designation:

Signature :



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Annexure 6

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- The tenderer shall submit the Earnest Money Deposit of ₹ Rs.40,38,000 /- [Rupees forty lakhs and thirty eight thousand only] through RTGS or by way of demand draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the MFL’s approved format (**Annexure-10**) valid for 45 days beyond the offer validity period of the bid.(**90+45=135 DAYS**)
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM- Production MFL, Manali, Chennai 600 068.
- Holders of valid certificates obtained from NSIC / DGS & D / MSMEs can claim exemption from EMD payment against proof of valid documents.
- EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderer only after finalization of contract, if paid by way of BG / DD, through RTGS / NEFT transfers.
- After submission of 5% of the contract value as security deposit, by way of DD or through RTGS or BG by the successful tenderer, EMD submitted will be returned to them.
- Offers without EMD or valid NSIC / DGS & D / MSMEs Certificate for exemption from EMD Payment, will be rejected.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, without prejudice to MFL’s rights to initiate other legal action, for losses, if any, suffered by MFL, even after forfeiture of EMD.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- EMD payment either in the form of DD or BG, or through RTGS, if seeking exemption based on NSIC Unit, DGS & D and MSMEs with relevant certificates to be directly sent to DGM – Production, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as “EMD for – TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017.
- EMD cover should reach the office of DGM – Production, Madras Fertilizers Ltd., Manali, Chennai 600 068 within 3 clear working days after the last date of submission of bids.



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Annexure 7

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value within 21 days from the date of Award of Contract, either by Demand Draft or through RTGS or BG in the approved format (**Annexure-11**) with a validity of 60 days beyond the date of completion of the contract period. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to DGM-PRODUCTION, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations/operations as required per tender.
- ❖ In case of EMD paid thru DD by the successful tenderer, the same will be returned after payment of SD by DD / RTGS / BG in MFL approved format.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to breach / failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question.
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit through DD / RTGS so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims & in case of BG; the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.
- ❖ SD shall not carry any interest.



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Annexure 8

Instructions for Submission of Tender Documents

- 1.0 All the Bidders are advised to go through the instructions contained in this section scrupulously and submit their bid.
- 2.0 Bidders are advised in their own interest to visit MFL plant site during office working hours and assess the job requirements and site condition before submitting the offer.
- 3.0 **The following documents to be uploaded as a part of un-priced bid.**
 - i. Scanned copy of EMD instrument
 - ii. Scanned copy of Power of Attorney (In whose name DSC has been taken and the offer is being submitted)
 - iii. Techno-Commercial Bid in the prescribed format (**Annexure-4**)
 - iv. Information about tenderers (**Annexure-9**).
 - v. NEFT / RTGS Details in the prescribed format (**Annexure-12**)
 - vi. Scanned copy of all tender documents duly endorsed with office seal and signatures in all pages.
 - vii. Scanned copies of any other supporting documents.

Bill of quantities (BOQ) to be uploaded as part of price bid.

Price Bid per **Annexure-5** in excel format

- 4.0 All offers have to comply with the specifications, terms and conditions, contained in tender documents. Any variation, substitution, Deviation in any way from those enumerated in tender documents must be clearly demarcated and detailed separately. Explanatory data should be included to explain the deviations to enable MFL to evaluate the acceptability or otherwise of the deviations. However, the tender which has no deviation in technical specifications will be given preference over the tenders with deviation even though the offer with deviation is adjudged to be acceptable to MFL.
- 5.0 Rate must be quoted in the prescribed format (**Annexure-5**). The rate quoted should include all the incidental charges and statutory requirements but excluding applicable GST connected with the contract.
- 6.0 The Bidders shall submit the scanned copy of tender document “duly endorsed with their office seal and signatures in all pages” in the e-bid, as a token of acceptance thereof. No page shall be removed or altered while submitting e-bid. Failure to comply with this may result in rejection of tender. Rate must be quoted taking into account the Central Government notification of the revised Payment of Bonus (Amendment) Act, 2015 and revised minimum wages rate per day payable to contract workers effective January 19, 2017.



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The rates quoted shall be firm (excluding applicable GST), not subject to escalation of any kind and shall be valid for 90 days from the due date of submission of tender. The Bidders shall indicate clearly the applicable GST.

- 7.0 Each page of the tender document shall be signed by the Bidder. Tender by partnership or Hindu joint family firm may be signed in the firm's name by one of the partners or the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. A copy of the Instrument of partnership duly certified as a true copy should be submitted along with the Tender. Tender, by a Company, shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the person signing the tender documents on behalf of the company is duly authorized to do so and he shall comply the tender terms / conditions may be furnished.
- 8.0 Techno-Commercial bid of the tender will be opened at the schedule date and time as indicated in the NIT. The price bid will be opened after technical evaluation by MFL.
- 9.0 Tender, quoting rates on units, different from those prescribed in the tender schedules will be liable for rejection.
- 10.0 Any tender containing clerical or arithmetical mistakes will be rejected.
- 11.0 Any request from the Bidders in respect of additions, alterations, modifications corrections, etc., of either terms and conditions or rate of his tender after opening of the tenders may lead to rejection of his tender including forfeiture of the EMD.
- 12.0 By submitting a tender for the work, a Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that be encountered during its progress and to have quoted labour and material rates, which shall include cost of material, with taxes, octroi and other duties, lead, lift, loading and unloading freight for materials, and all other charges necessary for the completion of the work to the entire satisfaction of the Deputy General Manager (Production) of MFL.
- 13.0 The Form of Agreement, Form of Tender, Invitation to Tender, Instructions to Bidders, Scope of Work, General Terms & Conditions, Duties and Responsibilities, Time Schedule and the rates and amounts quoted against the items of the Tender Schedule together with Letter of intent /award of contract shall form the contract.
- 14.0 Canvassing in any form is strictly prohibited and the tenders submitted by the Bidders, who resort to canvassing, will be liable to rejection.



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- 15.0 Madras Fertilizers Limited (MFL) reserves the right to accept or reject any tender in whole or in part without assigning any reason thereof.
- 16.0 If the Bidders has a relative employed in any capacity in MFL, he shall inform the authority calling for tenders of the fact when submitting his tenders, failing which his contract may be rescinded, if the fact subsequently comes to light, and he shall be liable to make good the company any loss or damage resulting from such cancellation to the like extent provided in the case of cancellation.
- 17.0 Acceptance of the tender will be intimated to the successful Bidder, through a Letter of Intent. The contractor shall then be required to execute an Agreement (**Annexure-13**) within the time specified in the Letter of Intent. In the event of failure on the part of the contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.
- 18.0 No agreement is valid unless it has been signed by the contractor or his duly authorized agent and by a competent person on behalf of MFL.



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Annexure 8 (i)

General Terms and Conditions

1.0 Definition:

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the contractor and Madras Fertilizers Limited.
- 1.2 The "Contractor" shall mean and include those who entered into agreement with Madras Fertilizers Limited, their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include "Madras Fertilizers Limited", Manali, Chennai - 60068 or any of its authorized offices.
- 1.4 The "Services" shall mean and include all items of work duties of the contractor and/or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 The term "Contract rates" shall mean the rates of payment negotiated between MFL and the tenderer. The rates quoted by the tenderer shall be final and binding. No increase shall be allowed for any reason.
- 1.6 "UTL / LTL Trucks" shall mean Upper / Lower Tolerance Limit Trucks in final weightment in the weigh bridge
- 1.7 "Intercart truck" means truck engaged by B&S contractor for handling the bagged materials to transport one location to another location within the MFL site.

2.0 Rate and nature of job:

- 2.1 The rate quoted should include all the incidental charges, Statutory levies but exclusive of Applicable GST Connected with the contract and MFL will not pay any amount other than the contract rate(s). Rates finalized shall remain firm during contract period irrespective of any external obligations whatsoever. Rate must be quoted taking into account the Central Government notification of the revised Payment of Bonus (Amendment) Act, 2015 and revised minimum wages rate per day payable to contract workers effective January 19, 2017.
- 2.2 Contractor should discuss with MFL, and ascertain the nature, responsibilities, and scope of the job involved and field conditions before quoting the tender. This is necessary so that the tender quoted will be realistic and practical.



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3.0 Object of the contract:

- 3.1 The contractor shall render all or any of the services given under scope of work at the schedule rate as directed from time to time by the authorized/specified officers of MFL together with such auxiliary and incidental duties, services and operations as may be required by MFL and are consistent with these terms and conditions. These services shall be carried out promptly, diligently, efficiently and safely by the contractor without causing any damage/loss to the product/property of MFL or third parties or the reputation of MFL. If any damage or loss is caused by the contractor, the contractor is liable to compensate MFL per clause 5.0 of Annexure-8(i).
- 3.2 The company not insisting upon strict performance of any provision herein shall not constitute a waiver of the right to require such performance by the contractor and a waiver in one case shall not constitute a waiver with respect to a later breach whether of a similar nature or otherwise.
- 3.3 In the event of any doubt as to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MFL shall prevail which shall be final and binding.
- 3.4 In case of any damage or loss to the product or property of MFL, the Contractor will compensate for the loss or damage. The decision of MFL on this shall be final and binding.

4.0 Constitution of the Tenderer:

- 4.1 The contractor shall give full details of his business constitution in the form as per **Annexure-9**. He shall ensure that the information given is complete, correct and clear. The contractor shall not change the composition during the currency of the contract without the prior written approval of MFL. Any happenings like death/resignation of Partner/Director/Member shall be notified within 24 hours of such happenings by Registered letter to the Company - The Dy.General Manager (Production), MFL, Manali, Chennai - 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 4.2 In the event of any alteration in the constitution/composition of the contractor, without the prior written consent of the company, this contract shall automatically terminate and the contractor shall be liable for all consequences arising there from including all costs, expenses or losses resulting from award of work to some other party or parties, consequent to termination of agreement.
- 4.3 The contractor shall produce the original power of attorney granted in favour of the signatory of the tender and the partnership deed and/or any other documents required for verification.
- 4.4 In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to take such necessary action as it deems fit including termination of the contract, withholding payments due or accrued to the contractor.
- 4.5 The contract shall be awarded on the basis of 'Principal-to-Principal' contract and the contractor shall be deemed to be an independent contractor engaged for the performance of



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services/work/job in the manner and to the extent provided in these presents.

5.0 Liability for personnel and property:

- 5.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act, 1948, Workmen's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Minimum wages act 1948 per Central Government notification, Payment of Wages Act 1936, Child Labour (Prohibition and Regulation) Act 1986, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958 and any other law applicable to the Contract Workmen as amended from time to time.
- 5.2 The contractor shall fully indemnify MFL for any default or non-observance by the contractor or any of his representatives of any of the provisions of the above- mentioned enactments and the rules framed there under. Even though the contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the contractor of any of the provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the contractor. The contractor shall have separate code no. for ESI/PF for the workers engaged for MFL.
- 5.3 In the case of non-coverage of people under ESI Scheme/EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and/or damages as may be levied by the ESI Corporation or EPF Authorities a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after due satisfaction as regards the payment of Wages, Bonus ESI/EPF dues by the contractors. However, MFL reserves the right to release the security deposit on execution of an indemnity bond and or other documents to MFL as may be required by the Company. The contractor shall, whenever required by the company or Government officials authorized under the State, produce for inspection, all Forms, Registers and other papers required to be maintained under various Statutes. The contractor should produce the copy of the challans as documentary proof for having remitted EPF/ESI monthly contribution of their workers every month.
- 5.4 While executing the work, the contractor shall ensure that all the rules and regulations in force in MFL from time to time regarding security, safety, hygiene, sanitation and prohibited activities are complied by his employees. Unauthorized / Prohibited materials should not be carried by the Lorries supplied by the contractor. Any such damage caused should be reported to the concerned official immediately on occurrence
- 5.5 If the contractors while entering or leaving and/or in the process of delivering goods in premises causes any damage to any property/person, such losses shall be reimbursed by the contractor and the quantum of loss as fixed by MFL shall be final and shall not be disputed. Any such damage caused should be reported to the concerned official immediately on occurrence.



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5.6 Any accident / injury to his contract personnel should be dealt by the contractor himself and compensation, if any, is to be paid by the contractor using his ESI – Payments and relevant documents. Even though it is the responsibility of the contractor to deal with such accident/incident, any expenditure incurred by MFL due to emergency support will be recovered from the contractor.

5.7 The contractor shall get registered under GST act and pay the taxes regularly.

6.0 Period of Contract:

6.1 The contract shall commence from a date to be notified by MFL and shall remain in force for a period of one year subject to renewal for one more year based on performance.

6.2 MFL reserves the right to extend the period of contract for such period not exceeding one year at the same rates, terms and conditions as herein mentioned, on mutual consent.

7.0 Summary termination:

7.1 Notwithstanding anything contained in the Clause 6.0 Supra, MFL reserves the right to terminate the contract due to any failure/breach on the part of the contractor in discharging the services under the contract, or in the event of his becoming insolvent or going into liquidation. The decision of Madras Fertilizers Limited about the breach/failure on the part of the contractor shall be final and binding on the contractor.

7.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the Contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL. The decision of Madras Fertilizers Limited about the losses, breach/failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.

8.0 Security Deposit:

8.1 The successful tenderer shall pay security deposit equivalent to 5% of the annual contract value within 21 days from the date of award of contract. The security deposit will be paid by way of Demand draft or through RTGS or in the form of Bank Guarantee (per **Annexure-11**) valid for 60 days beyond the date of completion of the job, issued by a reputed bank to the satisfaction of MFL, payable and enforceable at Chennai.

The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way DD or through RTGS or BG. **The BG Confirmation letter for Security Deposit may be directly sent to MFL.**



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- 8.2 No interest shall be paid on the security deposit.
- 8.3 The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor fulfilling all obligations/operations as required under the contract. Only after due satisfaction as regards to the payment of wages, Bonus, ESI, PF and GST dues by the contractor the Security Deposit will be refunded.
- 8.4 MFL reserves the right to forfeit any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
- 8.5 Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/ damages / losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
- 8.6 In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due.
- 9.0 Scope of work: (Refer Annexure-2)**

This job description is only illustrative and not exhaustive. The tenders are advised to acquaint themselves with the jobs involved, quote the rate per **Annexure-5**.

10.0 Penalty:

- 10.1** MFL shall be at liberty to recover the quantum of any damages, losses, costs or expenses incurred by them due to contractor's negligence or unknown-workman like performance. The amounts shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with MFL or from any security deposits of the contractor with MFL. Should these sums be not sufficient to cover the full amount claimed by MFL, the contractor shall pay MFL, on demand, the balance of the aforesaid amount claimed. The contractor shall enforce discipline among his workmen / supervisors adhere strictly to all safety procedures as stipulated by the company from time to time. A code of conduct will be signed by the contractor at the time of awarding the contract in enforcing the discipline among his contract men.



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If product is diverted to bulk due to contract labourers problem owing to insufficient supply of manpower or inefficient supervision of the contractor, the equivalent amount for standardization of the bulk quantity through NPK plants will be deducted as penalty from the contractor.

10.2 Additional Penalties:

In addition to the penalties enumerated above, the default by the contractors / labourers due to the following will attract penalties as indicated below:

- a. For any failure, negligence or refusal on part of the contractor to complete the assigned jobs Rs. 6000/- per day.
- b. For non-completion of assigned work due to inadequate engagement of labourers by the contractor – Rs. 2000/- per shift.
- c. Inadequate supervision: Rs. 1000/shift.

10.3 Demurrage / Wharfage amount levied on wagons by Railways as per the prevailing railways clause) for delayed loading of wagon exceeding the free time will be deducted from the Contractor bill.

10.4 In addition, for Excess loading of Truck the value of the product bags loaded in excess will be deducted from the bills. For less loading of trucks Rs. 800/truck will be levied.

10.5 Penalty is not levied for wagons loaded up to 2 no excess / less bags but total number of excess / less bags in a rake should not exceed 5 bags in 21 wagon rake and 10 bags in rakes with more than 21 wagons. Penalty of Rs. 1000 / wagon is levied in all wagons where excess / shortage of bags are reported.

10.6 Besides levy of the above penalties, MFL reserves its right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.

10.7 Penalty for nonperformance will be levied at 10% of the contract value.

11.0 Payment to Contractor:

11.1 The contractor shall be paid in respect of the services rendered and contract performed in Annexure-2 as at the contracted rates. The rates herein provided shall not be subjected to any change for any reason whatsoever as stipulated in Clause 2.1 of Annexure-8(i).

11.2 From the payments to the Contractors against the bills for the services rendered, amount towards Statutory Levies and Wages to the contract workmen, to be made by the contractors, will be detained and the same will be returned only on production of proof of remittance of statutory levies of previous months to the respective Statutory Authorities and payment of wages to workers.



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- 11.3 The contractor shall submit his bill in duplicate once in a month by his challans along with documentary evidence of statutory payments made in respect of previous month while submitting the bill and the challans signed by Dy. Manager – Production of the concerned Plant or his authorized representative and certified by the concerned Plant Manager. P&A will issue clearance to F&A for processing the bills after verification of details of the statutory payments. The first month bill of contract will not accompany any ESI / PF Payments for verification.
- 11.4 The Company will endeavor to settle the bill 30 days credit from the date of submission of the bill after due verification. The applicable rate of income tax at source will be deducted from the bill. Nonpayment of bills by MFL cannot be claimed as reason by the contractor for his non-payment of wages to his workmen or any other statutory payments as and when required. The contractor shall not be entitled to any interest on the outstanding bills.

12.0 Delays, strikes etc:

Strikes or cessation of work by contractor's labour owing to any dispute with the contractor or pertaining to wages or otherwise will not be deemed to be a reason beyond the contractor's Control and the contractor shall pay a penalty of ₹ 10000/- (Rupees Ten thousand only) per day for each day of work stoppage and shall, in addition, also be responsible for any loss/damage which MFL may suffer on this account. In addition to this an amount of penalty equivalent to production loss caused will be levied and deducted from the bills.

13.0 Arbitration

- 13.1 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time. Any or all disputes arising out of the contract/agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision will be final and binding. In the event of failure to appoint such a Sole Arbitrator with mutual consent then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras.
- 13.2 Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration in English shall take place in the city of Chennai.

14.0 Subletting and transfer

The contractor shall be solely responsible for rendering any or all the services described in **Annexure-2**. He shall not sublet/transfer/assign the contract or any part thereof to others. All his dealings with third parties shall be as between two principals without any reference in any way to MFL. The contractor shall also undertake to make third parties, if any, fully aware of the position aforesaid.



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15.0 Laws governing the contract:

The contract will be governed by the laws of India for the time being in force and as amended from time to time and the jurisdiction of the court shall be that of the place where the Registered Office of MFL is situated.

16.0. Reverse Auction and / or Negotiation:

Reverse auction: May be conducted if required, where there are more than one techno-commercially qualified bid. If technically qualified vendors are more than five, the H1 vendor will be barred from reverse auction.

In case of tie:

Condition 1 :

No. of bidders : 6

H1 bidders : 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence no H1 elimination would be carried out in this condition and all the 6 parties would be allowed to participate in the Reverse Auction.

Condition 2 :

No. of bidders : 10

H1 bidders : 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction.

Negotiation: Applicable in the following circumstances:

1. Where there is only one techno-commercially qualified bid
2. Where there are more than 1 techno-commercially qualified bid and where reverse auction is conducted but no participation in reverse auction, negotiation with L1 vendor, with L1 landed rate as the base rate.

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders. Business Rules for Reverse Auction will be circulated, if Reverse Auction is necessary and the same needs to be accepted and signed by the technically shortlisted bidder.

17.0 Force Majeure

Neither party hereto shall be responsible for any delay or failure to perform any or all of the obligations imposed upon such party, caused by force majeure situation such as but not limited to any war, hostilities, riot or civil commotion, earthquake, flood or any other natural disaster, any strike or lockout exceeding ten continuous days etc. In the event of force majeure time for performance of related obligations will be extended by the period up to which the force majeure situations exist. Notice of existence of force majeure shall be given by e-mail/fax message addressed to the other party within two working days of its occurrence.

18.0 Other conditions:

For GTC and STC documents, Vendor has to assess madrasfert.nic.in → what's new → gtc stc to click and to comply all the terms and conditions.



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Annexure 8(ii)

1.0 Duties and Responsibilities

- 1.1 The Contractor shall carry out all items of services assigned or entrusted to him and shall abide by all instructions issued to him from time to time by any officer of MFL, together with such auxiliary and incidental duties / services and operations as may be indicated by the said officer (s) that are not inconsistent with the terms and conditions of the contract.
- 1.2 The contractor shall engage competent and adequate supervisors (one supervisor for / specific area of work) and labour forces for ensuring efficient and safe handling of fertilizers and furnishing correct and up-to-date position, information / progress of work, statements and accounts. The contractor shall be responsible for the good conduct of his employees and shall compensate MFL for the losses arising from neglect, carelessness, want of skill or misconduct of himself, his employees or agents or representative.
- 1.3 The Dy Manager – Production of the concerned plant or his authorized representative shall have the right to ask for the removal of any inhibitions of the contractor to the progress of work, which, in his opinion, are hampering the smooth execution of the work and his decision regarding losses caused by neglect or misconduct etc of the contractor, his employees or agents or representatives shall be final and binding on the contractor.
- 1.4 The contractor shall advise MFL, the name of one or more representatives authorized to act on his behalf in each shift. It shall be the duty of those representatives to call at the office of the Deputy Manager / Assistant Manager – Production of the concerned plant or his authorized representative every shift and generally remain in touch with him to obtain information / instructions about the programme of work and also supervise / report the progress of activities.
- 1.5 He shall also be responsible for taking adequate steps and necessary precautions for handling. He shall be liable for any loss which MFL may suffer on account of the damages due to improper tools.
- 1.6 The contractor shall be responsible for rendering any or all the services round the clock. He shall not be entitled to any extra remuneration on this account.
- 1.7 The contractor and his workmen shall strictly abide by and adhere to the security regulations of the company.
- 1.8 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS PROHIBITED. While executing the work, the contractor shall ensure that all the Company's rules and regulations regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his employees.



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- 1.9 The contractor shall be responsible for obtaining identity badges from the Security Officer of MFL for distribution to his employees. He shall furnish names of employees and badge numbers to the Security Officer, as well as to the Plant Manager / Assistant Manager – Productions of the concerned plant. He shall also ensure that the identity badges are displayed by his workers while on duty without fail.
- 1.10 The contractor shall be liable to pay a penalty of ₹ 50/- for loss of identity badges by his Workmen.
- 1.11 The contractor shall provide personal protective equipment (Helmet, Shoe, Goggles, Dust Mask, and Gloves etc.) required for his job in all the plants and arrange for their safety of their contract men.
- 1.12 Where the contractor uses the equipment and tools such as respirators, safety belts, etc. of MFL, he shall be responsible for proper handling and upkeep of such equipment. If any damage or breakage to this equipment is sustained when they are under the custody of the contractor, the contractor shall make good the loss sustained by MFL. The decision of the concerned Plant Manager as regards the extent and liability of the contractor in such matters shall be final and binding on the contractor.
- 1.13 The contractor shall not engage anybody as a labourer below the age of 18 years. The contractor shall indemnify for any fault or non-observance of any of the provision of the Child labour Act or any other Act as may be applicable in this regard and that he shall be wholly liable for any such non-observance in respect of proceedings initiated by the regulating authorities and that MFL will not be liable for such non-observance. The labourers permitted inside the factory and allotted for work in one plant shall not be engaged for jobs in other plants, without the prior approval of the Dy Manager – Production concerned.
- 1.14 The contractor shall ensure that his workmen / supervisors or anyone representing their interests, shall not demand or receive any extra contractual gratification by whatever name called, from truckers or other agencies that may interact with them. Such acts of infraction will be considered as indiscipline and MFL reserves the right to levy such penalty as it deems fit.
- 1.15 The contractor should inform immediately to the Dy Manager – Production regarding any accident / incident to his workmen inside company, follow up action taken and status in writing. Even though it is the responsibility of the contractor to deal with such accident/incident, any expenditure incurred by MFL due to emergency support will be recovered from the contractor. Please also refer clause 5.6 of Annexure-8(i).
- 1.16 Income tax will be deducted at source on bills at prevailing rate.
- 1.17 The contractor shall arrange for engagement of labour well in advance keeping extra labour during bandh / hartal / any other disturbances to keep MFL activities uninterrupted.



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2.0 Signing of the tender and documents and uploading in Portal:

- 2.1 The tender, duly filled in all respects, shall be signed on each page by the tenderer(s) in the manner hereunder specified:
- 2.2 The tender and all connected documents shall be signed by all the Partners/Directors/ Members of the tenderers or any such person who has the full authority to bind all the Partners/Directors/Members of the tenderers.
- 2.3 Person or Persons signing the tender shall state in what capacity he is or they are signing the tender, i.e., as Sole Proprietor or Partner/Managing Partner of a firm or as Secretary/Manager/Director, etc of a Limited Company.
- 2.4 In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract including the arbitration clause.
- 2.5 In the case of a private limited company, the names of all the directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of such private limited company.
- 2.6 In the case of Hindu Undivided family, the names of the family members should be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature.
- 2.7 The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall produce a proper and registered power of attorney duly executed in his favour stating that he has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract, including the arbitration clause without which the tender shall be rejected.

3.0 Opening and acceptance of tenders:

- 3.1 Tenders will be opened on the date, time indicated per NIT and Corrigendum (if any).
- 3.2 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason. MFL is also not bound to accept the lowest or any other tender and reserves the right to negotiate the rates with any or all the tenderers.
- 3.3 Tenders not conforming to the instructions shall be liable to be rejected at the sole discretion of MFL.
- 3.4 The tenderers should be prepared to come to MFL Plant at Manali, Chennai - 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 3.5 The tenderers have not been banned and black listed by MFL or any other Government Department /Financial Institution.



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4.0 **General:**

Sufficient financial resources are required to mobilize the fund for carrying out the job without any interruption of the plant operation.

The successful tenderer shall enter into an agreement (per **Annexure-13**) within 10 days with Madras Fertilizers Limited on a stamped paper of appropriate value, incorporating the terms and conditions (per **Annexure-8(i)**) of the contract, failing which the earnest money deposit will be forfeited and the tenderer shall also be liable to compensate MFL in terms of Clause 7.2 of **Annexure-8(i)**.



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Annexure 9

INFORMATION ABOUT TENDERERS

Sl. No	Information required	To be filled in by tenderer
1	Name of the tenderer	
2	Address of Registered office and branches	
3	Telegraphic address and phone number, email etc.	
4	Composition of tenderer (here state whether it is Hindu joint family business, proprietorship concern or registered partnership or a Limited company) (enclose required documents)	
5	Nature of normal business of the tenderer	
6	Experience certificate (documents to support experience must be enclosed)	
7	Any other experience (attach separate sheet, if necessary). Copies of certificates to support statements must be attached.	
8	Solvency certificate for Rs.6.0 Crores from a reputed Bank / Financial Institution. The date of issue of solvency certificate should be after the tender publication	To be submitted as hard copy after opening the tender.
9	Name of the person / company with whom reference can be made with respect to the experience / similar type of work.	
10	Service Period	One year from the date of commencement of Contract.
11	Name of the bank and the branches with which tenderer has transactions	
12	Code Nos .of i. PF ii. ESI iii. Labour License	



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13	1. Name and address of partners, Directors, Proprietor, as the case may be 2. Details of immovable properties & their value.	Original shall be submitted for inspection within one week of acceptance of tender.
14	Name & address of the person with whom Company may correspond (Local address)	
15	Income tax permanent account number (PAN) and IT circle	
16	Copies of income Tax Return for the previous Three years separately in respect of tenders individual partners/ Directors /Members	To be submitted as hard copy after opening the tender.
17	GST Regn. No. with details	
18	Copy of Labour License	

Incomplete information and non submission of copies of supporting document will lead to rejection of the tender.

Place:

Signature of tenderer

Date:

Capacity in which signing



MADRAS FERTILIZERS LIMITED

Annexure 10

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

[To be executed on a non-judicial stamp paper of the value of ₹ 100.00]

WHEREAS _____ (hereinafter called the "Tenderer") has submitted their offer dated _____ for the appointment of contract for HANDLING AND SHIPPING OF FERTILIZER PRODUCT BAGS IN B&S PLANTS against the MFL's tender enquiry TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017.

KNOW ALL MEN by these presents that WE ----- having our registered office at ----- are bound unto Madras Fertilizers Limited (hereinafter called 'the company') in the sum of Rs.40,38,000/- [Rupees forty lakhs and thirty eight thousand only] for which payment will and truly to be made to the said MFL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) It the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the MFL during the period of its validity –
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

WE undertake to pay the MFL up to the above amount upon receipt of its first written demand, without the MFL having to substantiate its demand, provided that in its demand the MFL will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized Officer of the Bank)

Name and Designation of the Officer

Seal, Name and Address of the Bank and Address of the Branch



MADRAS FERTILIZERS LIMITED

Annexure 11

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on a non-judicial stamp paper of the value of ₹ 100.00)

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said contractor (s)/ tenderer(s)") from the demand under the terms and conditions of an agreement dated _____ made between Madras Fertilizers Limited and _____ (hereinafter called "the said agreement") for the award of contract ----- dated ----- of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____).

We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement. We (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded not withstanding any dispute raised by the said contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any said contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____ [Bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ----- We shall be discharged from all liability under this guarantee thereafter.



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We _____ bank further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us. This guarantee will not be discharged due to the change in the constitution of the bank or the said contractor(s)/tenderer(s).

We, _____ bank lastly undertake not to revoke this guarantee during its currency. Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under. The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuine and authenticity of the Bank Guarantee.

(Signature of the authorized Officer of the Bank)
Name and Designation of the Officer

Seal, Name and Address of the Bank and Address of the Branch



MADRAS FERTILIZERS LIMITED

Annexure 12

MADRAS FERTILIZERS LIMITED BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S				b.Designation :
a. NAME				
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
------------------------	--

RTGS-Real Time Gross Settlement Code

NEFT-National Electronic Funds Transfer

IFSC- Indian Financial System Code



MADRAS FERTILIZERS LIMITED

Annexure 13

OTHER IMPORTANT DOCUMENTS

AGREEMENT

(To be executed on a non-judicial stamp paper of the value of ₹100/-)

Agreement made this _____ 2017 between Madras Fertilizers Limited, a Company registered under the Companies Act, 1956 and having its registered office at Manali, Chennai - 600 068 hereinafter referred to as 'MFL' of the one part.

AND

M/s / _____, No _____ Chennai hereinafter called "Contractor" of the other part.

Object of Agreement

1. MFL has accepted and selected the Contractor for the performance of the work based on his quotation contained in TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017.
2. The Contractor having thoroughly understood the details of TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017 willingly agreed to render any or all of the services listed under Annexure2, 8, 8(i) and 8(ii) of the tender promptly and efficiently to the best satisfaction of the Company as per the terms and conditions specified in the said Tender and the Company on its part has agreed to compensate the Contractor in consideration of the services at the rates as mutually agreed and appended to this agreement.
3. The terms 'MFL' and the contractor shall mean and include their representatives, executers, administrators, successors and their permitted assigns.
4. It is agreed between MFL and the Contractor that TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017 submitted by the contractor comprising Annexure1 to 14 with all its changes, additions, deletions, alterations, modifications, etc. resulting from discussions between the Contractor and the Company as are mutually agreed to shall form part and parcel of this agreement.
5. It is agreed that while performance of the contract shall be in pursuance of the terms and conditions contained in TENDER NO.ESER/PRODN/B&S H&S / 290817/033 DATED 07.08.2017 forming part and parcel of this agreement, the following are agreed to between the parties:

Now this agreement is witnesseth as follows:

- a. The Contractor will be, paid as per approved rates in schedule of rate agreed per award of contract.



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- b. Any expenditure that MFL may be forced to incur as a result of the Contractor's negligence, inefficiency or for any other reason whatsoever will be recovered from the Contractor.
- c. In the case of any failure/breach, negligence or refusal on the part of the Contractor to complete the assigned job. The Company will impose a penalty of ₹6000/day and also equivalent amount for the production loss incurred. For non-completion of assigned work due to inadequate engage of labourers by the contract – ₹2000/shift and for inadequate supervisors – ₹1000/shift will be levied as penalty.
- d. Demurrage / Wharfage levied on wagons by Railways for delayed loading of wagon exceeding the free time will be deducted from the Contractor. In addition For Excess loading of Truck, the value of the product bags loaded in excess will be deducted from the bills. For less loading of trucks Rs. 800/truck will be levied. For Excess / less bags loading in wagon, Rs.1000/wagon will be levied for wagons loaded with 2 excess/ less limited to 5 bags for 21 wagon rake and 10 for more than 21 wagons.
- e. Inadequate engagement of labour / poor turnout / refusal to carry out the assigned job, a penalty equivalent to production loss caused and if product is diverted to bulk due to contract labourers problem owing to insufficient supply of manpower or inefficient supervision of the contractor, the equivalent amount for standardization of the bulk quantity through NPK plants will be deducted as penalty from the contractor.

MFL shall be at liberty to recover any quantum of damages, losses, costs or expenses incurred by them due to contractor's negligence or un-workman like performance. The amounts shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with MFL or from any security deposits of the contractor with MFL. Should these sums be not sufficient to cover the full amount claimed by MFL, the contractor shall pay MFL, on demand, the balance of the aforesaid amount claimed. The contractor shall enforce discipline among his workmen / supervisors adhere strictly to all safety procedures as stipulated by the company from time to time. A code of conduct will be signed by the contractor at the time of awarding the contract in enforcing the discipline among his contract men.

- f. Strikes or cessation of work by contractor's labour owing to any dispute with the contractor or pertaining to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall pay a penalty of ₹10000/- (Rupees Ten thousand only) per day for each day of work stoppage and shall, in addition, also be responsible for any loss/damage which MFL may suffer on this account. In addition to this a penalty amount equivalent to production loss will be levied.

The apportionment of the aggregate shortfall to each of the contractor in the event of the work having been entrusted to more than one Contractor shall be solely decided by MFL and shall be binding on all. Based on evaluation, MFL will take appropriate action at the end of each month.

- g. The contract shall remain in force for a period of one year from the date of award of contract and will be extended for a further period not exceeding 12 months from the date of expiry of the contract at the same rates, terms & conditions as herein mentioned upon mutual consent.



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- h. Notwithstanding anything contained in the Clause g Supra, MFL reserves the right to terminate the contract due to any failure /breach on the part of the contractor in discharging the services under the contract, or in the event of his becoming insolvent or going into liquidation. The decision of Madras Fertilizers Limited about the failure/breach on the part of the contractor shall be final and binding on the contractor.

MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the Contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.

In the event of breach or failure of contractual provision by the contractor, in addition to the recovery for the damages, expenses etc as stated in clause no.9 above security deposit will be forfeited.

- i. All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time subject to the jurisdiction of Court in Chennai.
- j. Any or all disputes arising out of the contract/agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision will be final and binding. In the event of failure to appoint such a Sole Arbitrator with mutual consent then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras.
- k. Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai.

In witness whereof, this agreement is executed this day, month and year first above written by the Dy. General Manager (Production) for and on behalf of the MFL and by _____ for and on behalf of the Contractor.

WITNESS:

Signed by (1)
for **MADRAS FERTILIZERS LIMITED**

WITNESS:

Signed by (2)
For **CONTRACTOR**



MADRAS FERTILIZERS LIMITED

Annexure 14

DETAIL FOR EMD / SD PAYMENT THROUGH RTGS

1	Party Name	MADRAS FERTILIZERS LTD
2	Party's Complete Address	Manali, Chennai 600 068.
3	Bank Name	State Bank of India
4	Bank's Branch Name and Address	Commercial Branch NSC Bose Road Chennai 600 001.
5	IFS [RTGS / NEFT] Code	SBIN0007347
6	Name of the Beneficiary	MADRAS FERTILIZERS LTD
7	Bank Account No.	10242276424
8	Account Type	CC Account
9	Email id	ins@madrasfert.co.in
10	PAN No.	AAACM5198E
11	Contact Person	PRIYA RANJAN PANDA
12	Contact Person's Mobile No.	9884172251

- *If EMD payment is made through RTGS mode, proof of the same has to be uploaded in the Bid Submission Format [(1) EMD].*