

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

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**NOTICE INVITING e-TENDER FOR  
EXECUTIVE CAR OPERATION 2017-18  
TENDER NO.: ESER/P&A/ECAR/110917/036 dated 22/08/2017  
SUMMARY**

Online bids are invited from Tourist Car Operators, who meet with the pre-qualification criteria for supplying Toyota Corolla Altis – 1 No. and Toyota Etios – 1 No. on monthly rental basis for a period of one year on award of contract. The Car will be utilized for conveyance of MFL Executives from different parts of the City to MFL Plant at Manali and back to City and any other places outside City limits and other states, round-the-clock, on need basis.

Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.nic.in](http://www.madrasfert.nic.in) ["Tenders" – "e-tenders"] or Central Public Procurement web [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following:

Eprocurement cell	<a href="mailto:epro@madrasfert.co.in">epro@madrasfert.co.in</a> / <a href="mailto:epro1@madrasfert.co.in">epro1@madrasfert.co.in</a>	
Phone	<b>044 25945318/25945312/2594 1261</b> <b>Mr A M Sridhar</b>	
<b>User contact detail</b>	<a href="mailto:dgmpa@madrasfert.co.in">dgmpa@madrasfert.co.in</a>	044-25945211, 94422 58864
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	<b>EXECUTIVE CAR OPERATION</b>
	<b>Monthly Rentals AC Cars</b>
Description of work	<b>Toyota Corolla Altis - 1 No.</b> <b>Toyota Etios - 1 No.</b> <b>Model - 2015 or after</b> <b>Version - Diesel</b>
Press Tender No. & Date Description	<b>ESER/P&amp;A/ECAR/110917/036 dated 22/08/2017</b>
Estimated Value of Tender	Rs.24.88 Lakhs Toyota Corolla Altis – 1 No. Toyota Etios - 1 No.
Nature of Contract	Service Contract
Commencement of viewing and downloading tender document from e-Tender Website	22/08/2017
Due date & Time of submission	11/09/2017 up to 1600 Hrs
Technical Bid Opening Date & Time	12/09/2017 @ 1400 Hrs.

Bid Submission (To be uploaded on or before the due date and time)	Two Separate online bids (1)EMD (2)Techno-Commercial Bid; and (3)Price Bid To be submitted with price break up details per <b>Annexure-9</b> on or before the date & time meant for submission of bids.
Procedure for opening of Online 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	As per Annexure 4
Security Deposit (SD)	As per Annexure 5
Mode of Payment for EMD or SD	As per Annexure 4 & 5
EMD / Bank Guarantee Validity	135 Days from the date of Opening of Technical Bid
Payment Term	<b>Monthly Basis:</b> Payment within 30 days from the date of submission of bills, provided the bills are in order.
Contract Period	One year from the date of commencement of contract with a provision to extend the contract for a further period of one year on the same rates, terms and conditions based on mutual consent.
Bid Evaluation Basis	<i>Techno-Commercially</i> qualified L1 basis.
Price Bid Opening	The Techno-Commercially qualified tenderer's price bids will alone be opened.
Scope & Brief Description of Work	Refer <b>Annexure-2.</b>
Reverse auction	e-Reverse Auction may be conducted if necessary.
Negotiation	If Required.

**GENERAL MANAGER – P&A  
MADRAS FERTILIZERS LTD.,  
MANALI, CHENNAI 600 068**

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Note:- The Tender document contains 26 pages. Digital signature is required on all pages by the tenderer or the authorized person to sign the tender.

**GENERAL MANAGER (P&A)  
MADRAS FERTILIZERS LTD.  
MANALI, CHENNAI 600 068**

**INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER**

- 1.1 **Instructions to the Tenderers/Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC)**
- 1.2 Bidders should do the registration in the tender site <http://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.
- 1.3 Bidder then need to login to the site through their user ID/password chosen during registration.
- 1.4 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf /.xls /.jpeg /.rar formats only.
- 1.9 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 upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.10 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.11 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.12 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.
- 1.13 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. Otherwise the Tender will be summarily rejected.
- 1.14 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.

- 1.15 The tendering system will give a successful bid updation message after unloading 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 submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.16 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 of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.17 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.
- 1.18 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.
- 1.19 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 to be rejected.
- 1.20 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.21 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.
- 1.22 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.23 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).
- 1.24 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.25 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.
- 1.26 Bidders to note that if 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.
- 1.27 Bidders 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.

**ANNEXURE-2**

**1.0 SCOPE & BRIEF DESCRIPTION OF WORK**

The Cars will be utilized for the conveyance of MFL Executives from the City to MFL plant at Manali and back to City and any other places outside City limits and other states round-the-clock, on need basis, for a period of One Year from the date of commencement of the contract with a provision to extend the contract for one more year on the same rate, terms and conditions with mutual consent.

SL. NO	CAR TYPE (A/C CARS)	HOURS	KMS/ MTH PER CAR	NO.	Model	Version
<b>1</b>	<b>TOYOTA COROLLA ALTIS -1 No.</b>	<b>12</b>	<b>1500</b>	<b>1</b>	<b>2015 or after</b>	<b>Diesel</b>
<b>2</b>	<b>TOYOTA ETIOS -1 No.</b>	<b>12</b>	<b>1500</b>	<b>1</b>	<b>2015 or after</b>	<b>Diesel</b>

**1.0 PRE-QUALIFICATION CRITERIA**

- 1.1 Tenderers should possess a minimum of (1) No. Toyota Corolla Altis of 2015 Model or after and (1) No. of Toyota Etios of Model 2015 and after (Both Diesel Versions) for applying the tender for "Executive Car Operations 2017-18.
- 1.2 The above mentioned cars should either be in the name of the tenderer (or) company name of the above mentioned Model. Relevant documents to be uploaded.
- 1.3 Tourist Car Operators providing the cars should have registered their cars for the purpose of Tourist Car Operation only (Yellow Board). Relevant documents to be uploaded.
- 1.4 The tenderer shall upload the Copies of Registration Certificates of the Car possessed by him to substantiate the Model and possession.
- 1.5 The tenderer should have minimum 2 years' experience in operation of Cars for the preceding 4 years, prior to April 2017 and the proof of same should be uploaded along with the copy of Letter of Intent and Work Completion Certificate from the service receiver.
- 1.6 The tenderer should have a minimum Annual Turnover of **Rs.4,36,000 (Four lacs thirty Six thousand only) for applying tender for Toyota Corolla Altis and R.3,11,000/- (Rupees Three lacs Eleven thousand only) for applying for Toyota Etios Car**, for a minimum of 2 consecutive years in operation of the Executive Car for the preceding 4 years, prior to April 2017 and the proof of same should be uploaded along with the copy of Letter of Internet.
- 1.7 The tenderer shall possess Income-Tax Permanent Account No. in the name of the Tenderer or in the name of the Firm/Proprietor and a copy of the PAN Card to be enclosed. Copies of return filed for the last two financial years shall be uploaded.
- 1.8 The tenderer shall quote ESI/PF Registration Code Numbers. Proof of the same shall be uploaded.
- 1.9 Tenderer shall possess the prequalification norms as stipulated in the tender documents.
- 1.10 Those tenderer who were awarded contract on earlier occasions but not taken up the contract or who were awarded the contract but had not completed the contract and left without serving proper notice are not eligible to apply. Tenderers on holiday list/black list of MFL and if there are any legal disputes with MFL before Hon'ble Court are not eligible to participate.
- 1.11 Tenderers received without documentary proof as indicated above will not be considered for evaluation.

**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

SL. NO	CAR TYPE	NO OF CARS	HOURS	EMD (Rs.)
1	<b>TOYOTA COROLLA ALTIS (A/C)</b>	1	12	<b>29,100/-</b> (for 1 Car)
2	<b>TOYOTA ETIOS (A/C)</b>	1	12	<b>20,700/-</b> (for 1 Car)

- The tenderer shall submit the Tender along with Earnest Money Deposit (EMD) of **Rs.29,100/- (Rupees twenty nine thousand one hundred only)** for Toyota Corolla Altis – 1 No. and **Rs.20,700/- (Rupees Twenty thousand seven hundred only)** for Toyota Etios – 1 No. by way of demand draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the approved format valid for **135 days from the date of opening date (Annexure 10)** or thru RTGS per details furnished in **(Annexure 13)**.
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-P&A, MFL, Manali, Chennai 600 068.
- Tenderers who are submitting EMD in the form of NSIC / MSME Certificates should upload before the closing date and time of the tender.
- Offers without EMD or valid Certificate(s) for exemption from EMD Payment, will be rejected.
- EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of contract.
- EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
- EMD submitted by way of BG will be returned to them, after submission of 5% of the contract value as security deposit, by way of DD / BG by the successful tenderer.
- 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 loses, 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.
- Tenderers who are submitting EMD payment in the form of **DD or BG/** Details of RTGS should upload the scanned copy of the same on or before the closing date and time of the tender. The original EMD DD / BG / Details of RTGS should be directly sent to **DGM–PERSONNEL & ADMINISTRATION, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear superscription on the cover as **“EMD FOR ESER/P&A/ECAR/110917/036 dated 22/08/2017** on or before the date 22.08.2017 On-line technical bids without receipt of EMD (DD/BG/RTGS) in time will be rejected.



**SECURITY DEPOSIT – TERMS AND CONDITIONS**

**1.0 Security Deposit**

- 1.1 Successful Tenderer shall remit 5% of the total contract value as Security Deposit, which carries no interest. Security Deposit can be in the form of Demand Draft or Bank Guarantee from any Scheduled / Commercial Bank with independent confirmation on the BG by the bank directly to MFL by RPAD, which should remain valid for a period of 60 days from the date of completion of all contractual obligations of the contractor. Cash payment shall not be accepted for payment of Security Deposit.
- 1.2 In case of additional provision of one more Toyota Etios, additional security to that extent for a period of one year will have to be submitted by the awarded contractor.
- 1.3 The successful Tenderer has to submit Security Deposit within 21 days of the award of contract. Security Deposit will be adjusted from the EMD amount if the EMD is submitted by way of DD by the successful Tenderer and the balance amount has to be paid by the successful Tenderer as stated above.
- 1.4 In case the EMD is submitted by way of BG, the EMD shall be returned after submission of the full value of Security Deposit by the successful Tenderer.
- 1.5 Failure to pay Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the award of contract besides forfeiture of EMD. The Tenderer shall be liable to pay compensation to the extent of 5% of the value of the contract, if award of contract is rescinded by the contractor.
- 1.6 The Security Deposit shall be returned to the contractor at the end of the term of the contract after satisfactory performance of the contract and on completion of all statutory obligations.
- 1.7 MFL reserves the right to forfeit / appropriate any or full amount of the Security Deposit without prejudice to other claims against the contractor due to any breach / failure of performance on the part of the contractor in discharging the services under the contract and losses/damages, charges, expenses or cost suffered by MFL due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition.
- 1.8 The decision of MFL in respect of such losses, damages, charges, expenses or costs shall be final and binding on the contractor.
- 1.9 In the event of Security Deposit being insufficient or if the Security Deposit has been wholly forfeited / adjusted, the balance of the total sum recoverable as the case may be shall be deducted from any sum due or which any time thereafter may become due to the contractor under this contract or any other contract with MFL. If the SD amount is not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due. Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	The Selected Tenderer shall provide the required Car at the specified place.
Payment Term	<b>Monthly basis.</b> Payment will be made within 30 days from the date of submission of bills subject to bills are in order and acceptance. All efforts will be made to make payment to the vendors within 30 days. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments.
Payment Mode	RTGS/NEFT
Delivery Period	Per MFL Instruction.
Offer Validity	90 days from the date of opening of bids.
EMD Details	Toyota Corolla Altis – 1 No. – Rs.29,100/- Toyota Etios – 1 No. – Rs.20,700/- EMD to be furnished in separate Cover super scribing EMD for Car Operations 2017-18 Tender No.ESER/P&A/ECAR/110917/036 Dated 22/08/2017
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for LD / Penalty clause as per <b>Annexure-7.</b>	Yes
Acceptance to receive payment for actual Services for MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes
Make / Manufacturer	As indicated in Specification

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

(to be signed with seal and uploaded)

**GENERAL TERMS & CONDITIONS/SPECIFICATIONS**

**1.0 CONSTITUTION OF THE TENDERER**

- 1.1 Any change in the composition of Establishment due to death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to **General Manager P&A**, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 1.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 1.3 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 itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 1.4 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 service / work / job in the manner and to the extent provided in these presents.

**2.0 General Terms & Conditions**

- 2.1 The Tenderer should be prepared to come to MFL, 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.
- 2.2 The successful Tenderer shall enter into an agreement with MFL, on a stamped paper of appropriate value, incorporating the terms and conditions of the contract, failing which the EMD shall be forfeited and the Tenderer shall also be liable to compensate MFL for any losses incurred. The decision of MFL on such losses shall be final and binding.
- 2.3 The contractor shall be solely responsible for all consequences both financial and otherwise arising out of any violation of the traffic rules and any regulations, Act of Central/State Government in force and accident either to the Car or third parties. In the event of an accident to the Car provided by the contractor, all responsibilities will rest with the Contractor and MFL will have no obligation whatsoever in that respect. In the event of an accident, injury to or death of MFL's personnel or any other person authorized to travel in the Car, MFL reserves the right to claim compensation.
- 2.4 The Contractor shall not sub-let, assign, or transfer in whole or in part of the Contract awarded to the successful Tenderers.
- 2.5 Failure on the part of either party to insist on the other upon strict observance/performance of any provisions hereof, shall not constitute a waiver of the rights to require such performance nor shall a waiver in one case constitute a waiver with respect to another of a similar nature or otherwise.
- 2.6 Any happening like death/resignation of any partner/director/member shall be notified within 24 hours of such happening by Registered letter to the General Manager – P&A, MFL, Manali, Chennai 600 068. On receipt of such notice, the Company reserves the right either to terminate or continue the contract.
- 2.7 The Tenderer should have necessary permits from the Regional Transport Authority / Transport Commissioner for plying the vehicle/s on hire or contract basis in the City of Chennai. The Tenderer should bear the cost towards obtaining fitness certificate / renewal / registration / insurance etc. for the vehicles supplied by the Tenderer.

- 2.8 The Tenderer shall enclose the copies of RC Books/ Permits and other required documents of the Car possessed by him to substantiate the model and possession. In case, if they are unable to submit the same along with the tender, the tenderer shall submit the copies of RC of the Car, if they are selected.
- 2.9 The Tenderers shall arrange for conveyance of Executives / Guests from different parts of Chennai City and its suburbs to the Plant at Manali and transport them back from the Plant at Manali.
- 2.10 The Tenderer should run the Car with Drivers possessing valid driving license and that they should have reasonable experience. All the vehicles should be maintained in clean and fit conditions at all times of operation.
- 2.13 The Tenderer should supply Car as per the hours listed in Price Bids, based on our requirement.
- 2.14 The reporting time of Car shall be reckoned as 30 minutes prior to the starting time of the first pick up point.
- 2.15 The seats of the vehicle to be covered with neat cloth on daily replacement to enable officials reach MFL Plant in neat condition.
- 2.16 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 thereunder. 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.
- 2.17 The selected tenderer agrees and undertakes to indemnify MFL from any losses/damages/expenses/costs by reason of any claim from any person whatsoever, arising out of any failure on the part of the selected tenderer to fulfill his obligations under this Contract.
- 2.18 The Contractor at their own cost shall provide mobile phone to the drivers and they must be reachable at any point of time.
- 2.19 In the event of an accident to any of the Car provided by the Tenderer, all responsibilities will rest with the Tenderer and MFL will have no obligation whatsoever in that respect. In the event of an accident, causing injury to or death of MFL's personnel or any other person authorized to travel in the Car; MFL reserves the right to claim compensation. MFL shall not be liable for any damages / losses that may arise / cause due to accident or any action by third parties.
- 2.20 The contractor shall be solely responsible for all consequences both financial and otherwise arising out of any violation of the traffic rules and any regulations, Act of Central / State Government in force and accident either to the Car or third parties. In the event of an accident to the vehicles provided by the contractor, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect.
- 2.21 If MFL is directed to pay any compensation or meet the expenses arising out of any accident, and MFL is required to make the payment as the user of the car, the contractor shall compensate MFL for such payments irrespective of whether the contractor receives compensation from Insurance Company or not.
- 2.22 The vehicle should be insured comprehensively as required by the Motor Vehicles Act including the persons travelling in the vehicle.

- 2.23 The contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various Statutes. The contractor is solely responsible for complying with all the statutory obligations with respect to the vehicle and the persons employed by them as drivers for operation and maintenance of the vehicle. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction with regard to compliance of statutory obligations. 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.
- 2.24 The Driver should have minimum 10 years' experience and age of the driver shall not be less than 35 years and not above 50 years.
- 2.25 The drivers should be well behaved, neatly dressed in white and white and have spoken knowledge of Tamil and English. Such drivers, who in the opinion of the Company are not up to the mark, should be replaced by the contractor immediately as per advice of the company.
- 2.26 The drivers should maintain log sheets as prescribed by the Company. All log sheets should be written by pen and should be submitted to the Company on the very next day of use of the Car.
- 2.27 The contractor should provide one liter branded water bottle and provide one English Daily in the Car.
- 2.28 The Cars should have Perfume Spray, Tissue papers and provision/facility for Mobile Charging.
- 2.29 The Cars should have well equipped Audio System and Clock.
- 2.30 The Cars, which are engaged on a monthly rental/round-the-clock basis, will be at MFL's disposal for its usage at any point of time. Calculation of kilometers run and opening and closing time shall be on the basis of Actual Kilometer run for MFL only. The actual kilometer reading before the commencement of duty will be taken as opening and the reading at the time of closing will be taken as closing reading.
- 2.31 Drivers should be given sufficient rest and weekly off for better services.
- 2.32 The Car to be provided by the Tenderer to the Company under this contract shall be covered by appropriate tourist permits issued by Government of Tamil Nadu. The Company shall be at liberty to use any Cars provided by the Tenderer throughout Tamil Nadu State and also to outside Tamil Nadu for travel when necessary.
- 2.33 The Tenderer should be in a position to take up the work immediately on award of contract.
- 2.34 The Parking/Toll charges will be reimbursed only for duty of MFL.

### **Supply of Cars**

- 2.35 The L1 Tenderer shall provide the Cars within 15 days from the date of Award of Contract.
- 2.36 The tenderer shall produce the Original Registration Certificates, Permits and other required documents of the cars to substantiate the model and possession of cars immediately on receipt of Award of Contract.
- 2.37 Tourist Car Operators providing the Cars should have registered their cars for the purpose of Tourist Car Operations only (Yellow Board).

### **3.0 Signing of Tender Documents**

- 3.1 The Tender document duly filled in all respects shall be signed on each page by the Tenderer(s).

- 3.2 The Tender and all connected documents shall be signed by all Tenderers.
- 3.3 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 Tender and indicate his status below his signature.

#### **4.0 RATES (PRICE BID)**

- 4.1 The tenderer has to give their rates in Part B separately (both in figures and words).
- 4.2 The rates quoted shall be valid for 90 days from the date of opening of the tender.
- 4.3 The tenderer shall quote their rate inclusive of all statutory levies, monthly salary to Drivers, Repairs & Maintenance of Vehicle, Insurance, RTO related issues, Petrol / Diesel, Oil and also any other incremental expenses relating to vehicles including penalty, fine etc., shall be borne by the tenderer, except Goods and Services Tax (GST).
- 4.4 The drivers can avail the canteen facilities at 50% subsidized cost during the contract period.
- 4.5 The Service Provider is solely responsible for payment GST on account of the service provider, if any, as per Government notifications. MFL will pay the GST Component on account of Service Receiver (MFL) only.
- 4.6 "ACTUAL KILOMETERS RUN FOR MFL" – Shall be taken for payment of bills. The mileage of vehicles will be counted from the starting point of MFL / MFL Officials' residence / Place of Reporting and (not from the shed) up to the reaching point and (not up to the shed). The reporting and release time of vehicles shall be as per requirement of MFL. The unused kilometers, if any, during the month, will be carried forward to the next month in addition to fixed kilometers.

#### **5.0 Evaluation Criteria**

- 5.1 The price bids of technically qualified tenderers will alone be opened. Evaluation of the tender will be on item-wise L1 basis.
- 5.2 Sum up of monthly Rent, rate for extra kms (250 Kms/month) and extra hours (30 hours/month) quoted by the tenderers shall be the basis for arriving at the L1. If more than one tenderer has quoted the same rate, the L1 will be arrived on the basis of latest model (date & year) of the Car.

##### **Illustration:**

Tenderer "A" quoted Monthly Rent Rs.10,000/-; Rate for Extra km. is Rs.5/- per km. and Rate for Extra hour is Rs.10/- per hour and extra running kms=250 and monthly extra hours is 30.

Quoted rate of Tenderer 'A' is  $Rs.10000+(250*5)+(30*10) = Rs.11,550/-$

- 5.3 **e-Reverse Auction:** e-Reverse Auction may be conducted if necessary to finalize the L1 vendor. The decision to conduct e-Reverse Auction will be conveyed to the short listed tenderers. The Business Rule for e-Reverse Auction is enclosed in NIT. The Lowest rate obtained in Reverse Auction will be considered as R1.

- 5.4 **Negotiation:** Negotiation if required will be conducted with L1/R1.

#### **6.0 Award of Contract:**

- 6.1 The Contract will be awarded based on the item-wise L1.

## **7.0 Payment terms**

- 7.1 The Tenderer shall submit the bills for the performance of the services on or before 5<sup>th</sup> of each month relating to the services rendered during the preceding month or part thereof. MFL will endeavor to make payments against the bills Payment within 30 days from the date of submission of bills, provided the bills are in order and acceptable. The delay, if any, in payment of bills will not attract interest whatsoever nature.

## **8.0 Period of Contract**

- 8.1 The contract shall be valid for a period of **One Year** from the date of award of contract. MFL reserves the right to extend the contract for a further period of one year on the same Rates, Terms and Conditions, with mutual consent.
- 8.2 The Company also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon and the Contractor Shall not be entitled to any compensation by reason of such termination.

## **9.0 Summary Termination**

- 9.1 MFL reserves the right to terminate the contract without notice due to any failure of performance / breach of contract 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 MFL about the failure / breach of contract on the part of the contractor shall be final and binding on the contractor and shall not be called into question.
- 9.2 In the event of termination of contract as above, MFL shall have the right, without prejudice to any other rights / remedies, to get the work done for the remaining period of the contract through any other agency and to recover from the contractor the additional expenses / additional costs that may be incurred by MFL, besides forfeiture of Security Deposit.

## **10.0 Penalty**

- 10.1 The drivers should be properly and neatly dressed in white uniforms failing which a penalty of ₹ 50/- per day per Car will be levied.
- 10.2 The contractor should render efficient service at all times. Defective vehicle, if any, noticed by the Company and pointed out to the contractor should be immediately replaced. In case of breakdown of Car at the mid-way and not reporting to designated places in time, the Company reserves the right to make use of alternative mode of transportation and the charges incurred for alternate arrangement shall be fully reimbursed to the Company by the contractor. In addition, the Company will impose a penalty of Rs.1000/- (Rupees one thousand only) for each occurrence.
- 10.3 The Car made available to the Company on 24 hours basis shall not be used by the Tenderer for any other purpose even during idle time of the vehicle. In other words, when not in use for MFL, these Cars shall still be available on call. However, if the Company comes to know that these Cars are used for Non-MFL purpose, Rs.1000/- (Rupees One Thousand only) will be levied as penalty for each occurrence.
- 10.4 The contractor shall maintain the starting time and reaching time as prescribed by MFL. For late arrival at the starting point / our Plant, the contractor is subject to a penalty of Rs.10/- per minute up to first 30 minutes and after that Rs.300/- for every 30 minutes. However, if Cars are detained en-route for reasons beyond the Contractor's control, this penalty shall not apply.

## **11.0 Escalation / De-escalation**

- 11.1 The finalized rate holds good till the completion of the contract.

11.2 However, MFL agrees for revision of base rate (diesel price prevailing at the time of quote) whenever the price of Diesel at Chennai is revised over the base rate on the basis of diesel consumption rate of car per one liter of diesel, as stipulated below. **The diesel price prevailing at Chennai on the date of submission of the tender shall be taken as the base price.**

11.3 If the fuel price is increased / decreased up to 5% per litre, there shall not be any revision on the running kilometer charges. If the fuel price is increased / decreased, above / below 5% per liter, on cumulative basis, from the base price, the diesel variation will be effected at 10 kilometers per liter consumption for Toyota Corolla Altis and 12 Kilometers per liter for Toyota Etios, the price revision will be given effect from the date on which the fuel cost increase / decrease, above / below 5% of the base price, based on submission of documentary proof for such revisions.

**a) Toyota Corolla Altis:**

$$\text{Revised Per KM Rate} = \text{Existing Per KM Rate} + \left\{ \frac{\text{Revised Diesel Price} - \text{Existing Diesel Price}}{\text{Diesel consumption (10 km/ltr)}} \right\}$$

**b) Toyota Etios:**

$$\text{Revised Per KM Rate} = \text{Existing Per KM Rate} + \left\{ \frac{\text{Revised Diesel Price} - \text{Existing diesel Price}}{\text{Diesel consumption (12 km/ltr)}} \right\}$$

**The Diesel price applicable on the tender opening date will be the base price.**

**12.0 Arbitration**

12.1 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 shall 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.

12.2 Subject as aforesaid, the Arbitration & 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 only.

**13.0 Laws governing the Contract**

The contract will be governed by the laws of India for the time being in force and as amended or made from time to time and the courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

**14.0 Compliance of Labour Laws**

The contractor is solely responsible for compliance of provisions of labour acts viz., ESI Act 1948, PF Act 1952, Factories Act 1948 and other applicable Acts as an immediate employer for the crew engaged for operating the cars.



## **15.0 Force Majeure**

The terms and conditions of the orders shall be subject to force majeure. Neither contractor nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

Contractor shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the MFL in writing the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **15.1 MFL reserves the right to consider the tender or reject in part or whole.**

**ANNEXURE – 8**

**INFORMATION ABOUT THE TENDERER**

1.0 Name and Address of the Tenderer :

2.0 Individual Owner

Address	Telephone No.	Office Fax No.	Persons to be contacted on 24 Hrs basis	No. of persons employed
Residence				
			Name: Phone: Mobile:	
Residence/Office at Chennai				
			Name: Phone: Mobile:	
Branches (if any)				
			Name: Phone: Mobile:	

3.0 Name and person authorized to sign the Tender and related documents:

4.0 Name and Designation of the Person with whom Company may correspond:

5.0 Constitution of the Tenderer:

6.0 Experience in operation of Cars for the Executives in the following two financial years (Attach certificates from organizations served)

Period	Organisation	No. of Car supplied
2012-13		
2013-14		
2014-15		
2015-16		
2016-17		

**7.0** Details of experience for rendering service for transportation of personnel in office establishment/others.

Period (From ...to...)	Total No. of months	Name of the Company	Details of Work Order

**8.0** Details and No. of vehicles owned/ tie-up agreement with Registration No:

Registration No.	Type of Vehicle	Year of Manufacture	All India Permit or State Permit

a) Total No. of Car owned / tie-up agreement in his/her name:

b) Total No. of Car owned / tie-up agreement:

9.0 Bank details with which Tenderer has dealings : **Annexure - 12**

10.0 Any court case is filed against you or your concern :

11.0 Have your Firm filed any case against your client :

12.0 PAN Details with Documentary proof :

13.0 Goods and Services Tax (GST) No. :

14.0 Details of EMD submitted

DD / Banker's Cheque No. :  
Date & Value

(In case BG submitted)  
BG No. & Date :  
BG Value :  
Name of the Bank and Branch :  
Validity period of BG :

**Non-submission of copies of supporting documents for the above will lead to rejection of tender.**

I/we declare that the above information is true to the best of my/our knowledge.

**Place:**  
**Date :**

**Signature of the Tenderer**  
**(Name & Office seal)**

**DECLARATION**

I/We hereby declare that I/We have not been banned and de-listed by any Government Department / Financial Institution/Company/Organization.

**Place:**  
**Date :**

**Signature of the Tenderer**  
**(Name & Address of the**  
**Tenderer with Office seal)**

**PRICE BID**

NAME OF THE TENDERER :

ADDRESS OF THE TENDERER :

RATE QUOTED SHALL BE INCLUSIVE OF ALL EXPENSES EXCLUDING SERVICE TAX

TENDERER SHALL QUOTE FOR **MONTHLY RENT AS REQUIRED BELOW:****REQUIRED NO. OF CARS:**

Toyota Corolla Altis: - 1 No.

Toyota Etios - 1 No.

SL. NO	CAR TYPE (A/C CARS)	REQUIREMENT OF CARS		MONTHLY RENTAL FOR 1 CAR	RATE FOR EXTRA KM. FOR 1 CAR	RATE FOR EXTRA HOUR FOR 1 CAR
		HOURS PER DAY PER CAR	KMS PER MONTH PER CAR			
1	TOYOTA COROLLA ALTIS	12	1500			
2.	TOYOTA ETIOS	12	1500			

- a) If running kilometers exceeds 1500 Kms per month, extra charges will be paid for additional kilometers run as per finalization of contract.
- b) Sum up of monthly Rent, rate for extra kms (250 Kms/month) and extra hours (30 hours/month) quoted by the tenderers shall be the basis for arriving at the L1. If more-than one tenderer has quoted the same rate, the L1 will be arrived on the basis of latest model (date & year) of the Car.

**SIGNATURE OF THE TENDERER  
(NAME & ADDRESS OF THE TENDERER WITH SEAL)**

DATE :

PLACE :

**ANNEXURE-10**

**BANK GUARANTEE FORMAT FOR EMD**

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To  
Madras Fertilizers Limited

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Whereas .....  
(hereinafter called the "tenderer")  
has submitted their offer dated ..... for the supply of  
..... (hereinafter called the "tender") against the purchaser's tender enquiry  
No..... KNOW ALL MEN by these presents that WE .....  
..... of ..... having our registered office at .....are bound unto MFL  
(hereinafter called the "Purchaser")in the sum of..... for which payment will and truly  
to be made to the said Purchaser, 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) If 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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by 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 upto and beyond 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 & address of the Bank and address of the Branch

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**  
(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To  
Madras Fertilizers Limited

WHEREAS .....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Scheduled / Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**ANNEXURE-12**

**MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI 600068**

**E-PAYMENT**

1	Name and address of the Firm / Contractor / Person	
2	Name of Bank	
3	Address of the Bank	
4	Name of Account Holder	
5	Account Number	
6	Account Type	
7	NEFT / IFSC / RTGS NO.	
8	PAN No.	
9	State Code	
10	Contact Person	
11	Phone (Mobile / Landline)	
12	Email ID (if any)	

**BANK CERTIFICATE**

We \_\_\_\_\_, having our Branch at \_\_\_\_\_ have verified and certify that the information provided in Sl. Nos., 1 to 8 are correct per our records.

**Signature of the authorised  
Official from the Bank with Seal**

Encl: Cancelled / Copy of Cheque Leaf





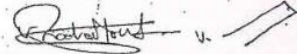
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI - 600 068

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/c (Saving / Current) (SA/CA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172257

CERTIFICATE

We MFL, having our branch at SBI-CB have verified and certify that the information provided in SL Nos.1 to 7 are correct per our records.



Signature of the authorized  
Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

V. CHANDRAMOULI  
CHIEF MANAGER,  
CORPORATE ACCOUNTS & TAXATION,  
MADRAS FERTILIZERS LIMITED,  
MANALI, CHENNAI-600 068.

PRIYA RANJAN PANDA  
DEPUTY GENERAL MANAGER-FINANCE  
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI-600 068.

**TENDERER UNDERTAKING**

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Declares that M/s MFL provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal of M/s MFL.
- MFL will go for Reverse Auction process, to finalize the tender. The decision to conduct Reverse Auction will be conveyed to short-listed bidders.
- Subsequent to Reverse Auction process, if MFL deems it fit to conduct negotiation with the R1 Tenderer, MFL reserves the right to do so by inviting the R1 Tenderer in person to finalize the price.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person: