



MADRAS FERTILIZERS LIMITED

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

NOTICE INVITING TENDER FOR INDUSTRIAL STAFF CANTEEN SERVICE CONTRACT 2017-18

**TENDER No. ESER/P&A/ STAFF CANTEEN/04/09/17/035 Dated 15/08/2017
SUMMARY**

Online bids are invited to operate MFL INDUSTRIAL STAFF CANTEEN SERVICE from the experienced bidders on referring MFL website www.madrasfert.nic.in ["Tenders" – "e-tenders"] or Central Public Procurement web <http://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: Email: epro@madrasfert.co.in / epro1@madrasfert.co.in

Phone: 044-25945318 / 2594 1261 Mr A M Sridhar

UserContact Detail: dgmpa@madrasfert.co.in (044-25945211, 9442258864) Mr B Somu

Description:	Industrial Staff Canteen Service contract
Press Tender No. & Date Description	ESER/P&A/STAFF CANTEEN/04/09/17/035 Dated 15/08/2017
Estimated Value of Tender	Rs.1.9 Crore
Nature of Bidding (ONLINE)	Two Stage Bidding : 1 st Part: Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	15.08.2017
Due date & Time for 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)	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.
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 Technical bid
Intimation of Price Bid Opening Date	Techno-Commercially qualified Tenderers will only be intimated
EMD Amount	EMD – Rs.3.8 Lacs Payment of EMD is exempted on submission of valid certificate from NSIC/MSME/DGS&D for running/catering industrial canteen services



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	(Annexure 6). EMD in the form of Demand Draft or Bank Guarantee should be kept in a separate sealed Cover No.1, super-scribed as EMD for Tender No.: ESER/P&A/STAFFCANTEEN/04/09/17/035 dated 15.08.2017 addressed to Deputy General Manager – P&A, Madras Fertilizers Limited, Manali, Chennai – 600 068 and should be received within 3 working days from the last date and time meant for submission of bids.
EMD BG Validity	90Days beyond the validity period of rate bid.
Security Deposit (SD)	5% of the Contract Value shall be furnished by the successful tenderer within 21 days from the date of award of contract. In case of BG, it should be valid upto 60 days beyond the date of completion of the contract.
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (Annexure-10 & 11) or thru RTGS.
Payment Term	Billing on 15 days basis only. Payment within 30 days from the date of submission of bills provided bills are in order. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments
Contract Period	One year from the date of commencement of contract with a provision to extend the contract for a further period of one more year on the same rates, terms and conditions based on performance and on mutual consent.
Selection Basis	Techno-Commercially qualified basis.
Evaluation Basis	The price bids of techno-commercially qualified tenderers will alone be opened. Evaluation of the tender will be on overall weighted average L1 / R1 basis.
Description of work	Refer Annexure-2
e-Reverse Auction	If necessary
Negotiation	After Reverse Auction, if required, negotiation will be conducted with R1 tenderer.
Mandatory Site Visit	The tenderer shall inspect site and assess operation of canteen before participating in the tender. Proof of visiting Staff Canteen site to be obtained from P&A Official and upload the scanned copy of the same as proof in the bidding process. Without proof of visiting the site, tender will be rejected.



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



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ANNEXURE 1

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 Centre (NIC)**
 - 1.1.1 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.
 - 1.1.2 Bidder 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, award letter 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 required, 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 .pdf / .xls /.jpeg/.rar formats only.
 - 1.1.8 Bidder should submit the EMD as specified in Annexure 6. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and within 3 working days from 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.



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- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including Terms & Conditions which 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 to avoid any delay or problem during the submission process.
- 1.1.11 After the bid submission, the bid token number issued 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 the 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 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.
- 1.1.15 The bid summary has to be printed and kept as an acknowledgement in 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.
- 1.1.16 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. So that 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 24 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 to be rejected.



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- 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 requesting, 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 to be viewed 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 since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 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 hand 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 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 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

DESCRIPTION OF WORK

1.0 Scope

- 1.1 Operation of Industrial Staff Canteen at factory premises at Manali by a contractor to cater 450 employees/authorized persons / day.
- 1.2 The contractor has to run the canteen on round-the-clock basis and will be required to cater to employees both at the canteen dining Hall, employees' work spot on order basis on time as per schedule.
- 1.3 The contractor shall also be required to serve western/ continental type of food on special occasions. On an average about 100 such special meals per month may be required to be provided

2.0 Contract Period

- 2.1 The Industrial Staff Canteen contract shall be for a period of one year from the date of commencement of canteen services.
- 2.2 The Company reserves the right to extend the period of contract for a further period up to one year on mutual consent at the same rates, terms and conditions as herein mentioned and there shall not be any down trend in prices.
- 2.3 The Company shall also have without prejudice to 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 Contractors' inability to discharge their obligation under the contract after giving 7 days' notice in writing or in the event of their becoming insolvent or going into liquidation or 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 losses, damages, expenses or costs that may be suffered or incurred by the Company.
- 2.4 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.
- 2.5 On exercising its right by the Company to terminate the contract as above, the Contractor shall vacate the premises within 24 hours ensuring that all the Contractor's equipment and staff of the canteen contractor have been removed from the Plant. Should the Contractor fail to do so, the company shall be entitled to remove the Contractor's equipment's at the Contractor's risk and cost out of the Plant premises.



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3.0 Tender Evaluation Procedure:

3.1 Basis :

The L1 tenderer will be decided by the weighted average method based on the rate quoted for all 20 items reckoning appropriate quantity indicated in the page No. 14.

4.0 Items to be provided by MFL Management:

4.1 MFL will provide at its expense, building, furniture, fixtures, cold storage facilities, kitchen equipment, utensils and all canteen implements required for running the canteen. "Supply of water, electricity and LPG will be borne by the Contractor. However, if supply of water, electricity and LPG is made by the Company, shall be on cost basis as fixed by the Company", as under:

- | | |
|-----------------------------------|-----------------------|
| i) LPG Gas | Rs.75,000/- per month |
| ii) EB for grinder & deep freezer | Rs.10,000/- per month |
| iii) Water Charges | Rs.10,000/- per month |

4.2 The successful contractor should obtain licence from local Municipal authority to run the canteen on award of contract.

5.0 Food Items with Standard Weight to be prepared for supply:

Sl. No.	Item	Standard Weight per item
1	Light snacks (MedhuVadai/ Masala Vadai / Mysore Bonda)	40 grams
2	Heavy snacks Onion Bajji, Onion / Groundnut Pakkoda, Omapodi, Murukku, Salt / boiled Fried Groundnut, Karasev, MedhuPakkoda, Samosa, Mixture, Vegetable Bonda, Sweet Bonda, Bengal Gram Dhal Fry, Karaboondhi, Ribbon Pakkoda	50 grams



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Sl. No.	Item	Standard Weight per item
3	Light Breakfast Idly (1 No.) (with chutney/sambar/kuruma as required) Poori (1 No.) with potato masala Chappathi (1 No.) with vegetable kuruma	60 grams 25 grams 75 grams 25 grams 75 grams
4	Heavy Breakfast Uppuma/Pongal/Kitchadi (with chutney/sambar/kosthu as required) Onion Oothappam (each) (with chutney / sambar as required)	200 grams 100 grams
5	Coffee (Sunrise / Bru Brand) (Aavin milk or any other superior quality branded milk)	140 ml
6	Tea (Dip Tea—Tajmahal/Tata / Lipton / any other reputed bran) (Aavin milk or any other superior quality branded milk)	140 ml



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Sl. No.	Item	Standard Weight per item
7	Vegetarian Meals: Daily basis Raw / Boiled rice – cooked Chappathi or Poori Sambar or Morkuzhambu or Karakuzhambu or Vathalkuzhambu Rasam of different varieties Pickle & Salt Curd or Butter Milk Appalam or vadam	300 gms. per plate 2 Nos of 25 gms each 160 ml per plate as required 100 ml / 250 ml 2 Nos.(fried) as reqd. (of reputed brand)
7 (a)	Veg. Koottu or Porial or Fry	160 gms per plate
7 (b)	Non-Vegetarian Meals: Daily basis (Lunch & Dinner) In addition to vegetarian lunch, the following non-vegetarian dish have to be served in place of koottu/porial.	
	Egg Boiled (or) Omlets / Podimas(or) Mutton (Male goat only) / Sheer Vanjaram Fish / Chicken (Broilerchops / fry/kuruma)	2 Nos./plate with gravy / masala 160 ml 65 gms cooked per dish and gravy/ masala 160 ml.
	NV Menu: Sunday - Chicken curry Monday - Egg Omelet / Podimas / Full Boiled (2 Nos) Tuesday - Chicken Wednesday – Fish Thursday - Mutton Kuruma/ Masala Friday - Egg Masala (2 Nos.) Saturday - Mutton curry / Kuruma	



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8	Business / Diet Lunch (Vegetarian) Daily basis Chappathi with Dhal fry (or) Oothappam with chutney / Sambar (or) Bread Toast (or) Roast (or) Rava Idly / Idly with chutney / sambar Vegetable soup Vegetable kuruma / koottu Salad Green Seasonal fruits Curd rice	2 Nos. each 25 gms 2 Nos. each 100 gms 4 Nos. 3 Nos. each 60 gms 160 ml. 160 gms. 100 gms. 100 gms. 100 gms.
9	Variety lunch (twice in a month) a) Vegetarian : Bisebelabath/Veg Pulav/ Tamarind/Tomato/Lemon/Coconut /Ghee Rice / Curryleaf Rice (any one item) Bhagalabath Chappathi / Poori* Porial / Koottu / Avial / Fry Appalam (2 Nos) / Vadam, Pickle	200 gms 200 gms 2 Nos. – 25 gms each 160 gms per plate
10	Bread (Modern), Butter (Aavin/Amul) and Jam (Kissan) / or of any reputed brand	2 slices of bread with jam & butter or with butter only
11	Cake (Modern / Britannia / any other reputed brand) Cup cake	80 gms. 4 nos. in one packet (20 gms. each)
12	Biscuit a) Britannia – Milk Bikis / Sunfeast b) Krackjack / Britannia 50:50 c) Marie (any other reputed brand) d) Good Day	 100 gms 100 gms 100 gms 100 gms



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13	Sweet on Fridays only with lunch/dinner (Halwa/Mysore pak/ Jangiri / Laddu / Milk / Coconut Burfi / Badhusa/ Dry Gulabjamun)	50 gms
14	Soup & Dessert : Veg. Soup Dessert (ice cream)	160 ml. One slice
15	Special Western/Continental VIP Lunch: to be provided as and when required by the Company consisting of Soup, Pooori / Chappathi, three vegetarian subjee / one non-veg dish, Veg. pulav, Bhagalabath, veg. salads, Pappad, Pickle, Dessert.	
16	Western/continental V VIP Lunch Soup, Pooori / Chappathi, three vegetarian subjee / two non-veg dishes (fish fry and mutton biriyani), Veg. pulav, Bhagalabath, veg. salads, Pappad, Pickle, Dessert, Dry fruit & cut fruits	
17	Extra rice / pooori / chappathi (on request) Rice (cooked) Pooori / Chappathi	300 gms. 2 Nos. of 25 gms each
18	Special Snacks - Vadai (with Chutney) - Cutlet (with Sauce) - Sandwich	60 gms. 60 gms. Two bread slices with butter, Pepper, cucumber and tomato
19	Soft Drinks (Reputed brands only)	200 ml.
20	Mineral Water	300 ml 500 ml 1000 ml

For any other item not included in this enclosure, the standard weight will be fixed by the Company on a mutually agreeable basis, in consultation with the Caterer.



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Usage of Baking Soda in any food items is strictly prohibited. If it is found that the baking soda is used in any food items, bills for such food items will not be certified for payment.

- 5.1 The canteen has to be operated on "round the clock" basis on the pattern of seven days a week for Plant and five days a week for Office.

Service Schedule: (Monday to Friday)

a) Service at various work spots:

Time Schedule	Item	Consumers /day
02.30 a.m.	Tiffin & Milk	100 /day
06.30 a.m.	Breakfast & Coffee	150 / day
08.30 a.m.	Snacks & Coffee	450* / day
11.30 a.m.	Lunch –Dining Hall	250 / day
	Carrier meals	100 / day
02.30 p.m.	Snacks & Tea	450* /day
05.30 p.m.	Snacks & Coffee	200 / day
07.30 p.m.	Dinner-Dining Hall	20 / day
	Carrier meals	80/ day
10.30 p.m.	BBJ/Biscuits/Tea	100 / day

(* On Saturdays/Sundays/Company holidays for about 200 persons)

b. Details of Canteen Spot Service Points:

Sl. No.	Location	No. of Points
1.	General Shifts Administration Office Tech. Services Stores / Instrument Workshop / Maintenance Training Centre/North Gate/Time Office	2 2 1 2 1
	Shift (ABC) (Ammonia, Urea, Water Plant, C-Train, Sub-station, (RO Plant, Weigh Bridge& Railways), (AB B&S& C B&S),(A Train/RMH), (Lab/F&A/Tech Bldg).	(Each one as detailed) 9 per shift
	TOTAL	17
2.	Any other location authorized by MFL Management	

- 5.2 For employees working in Shift, all services are to be provided at Work spot on order basis. For employees working in General Shift, lunch / dinner services are to be provided at Canteen and other services at work spot. The services will be required on special occasions like Training Programs, meetings, and functions within the Plant premises.



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- 5.3 Service to work spots shall be in Company-supplied meals carriers/tiffin plates. If necessary, the contractor may make use of aluminium foil packing materials to send the food in packets. Service of snacks, biscuits and Bread Butter Jam shall be in paper cover.
- 5.4 The contractor shall arrange to transport the food items to the work spot of the employees in the trolley provided by the Company. Other than this, the Company will not provide any transport.

6.0 Approximate Quantity and items to be prepared:

- 6.1 To give an idea of the quantum of food items required to be provided by the contractor, the following are the indicative / average weekly / daily preparations. The requirement of food items during holidays, Saturdays and Sundays will be reduced substantially.
- i) 1000 Light snacks / week
 - ii) 3600 Heavy snacks / week
 - iii) 1850 Light breakfast / week
 - iv) 1600 Heavy breakfast / week
 - v) 2900 Coffee / week
 - vi) 2250 Tea / week
 - vii) 1100 Vegetarian Meals / week
 - vii (a) Veg Koottu /porial / fry
 - vii(b) 920 Non-vegetarian Meals / week (Non-Veg Item wise requirement given below)
 - b(1) Vanjaram Sheer Fish – 210 / week –} 65 gms vanjaram fry with 160 ml masala
 - b(2) Male goat Mutton – 210 / week } 65 gms mutton with 160 ml masala
 - b(3) Chicken – 260 / week } 65 gms chicken with 160 ml masala
 - b(4) Egg - 210 / week -2 nos. with 160 ml masala
 - viii) 110 Business Lunch (Diet meals) /week)
 - ix) 390 Variety Lunch (twice in a month)
 - x) 550 bread, butter and jam per week
 - xi) 270 Cake / Fruit Bread / Fruit Bun / Modern Cake / reputed brand/ week
 - xii) 500 biscuits / week – 100 pkt Good Day or other reputed brand
 - xiii) 350 Sweets (on Fridays only)
 - xiv) 2 Soup & Dessert (per month)
 - xv) 25 VIP Lunch (per week)
 - xvi) 2 VVIP Lunch (per month)
 - xvii) 600 Extra Rice (per week)
 - xviii) 125 Special Snacks (per week)
 - xix) 40 Soft drinks / week
 - xx) Mineral Water Bottle —7 nos. 500 ml & 1 no. 1000 ml (per week)
- 6.2 The Company reserves the right to reduce / increase the quantity of each item to be prepared and prescribe the menu from time to time as per the requirement.



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7.0 Standard Norms for preparation of food items:

7.1 Norms of weight of ingredients for preparation of each food items are indicated below:

1	100 Nos. of MedhuVadai		
	Blackgram dhal	::	2.250 kg
	Pepper	::	0.050 kg
	Refined Oil	::	1.500 kg
	Salt to taste		
2	100 Nos. of Masala Vadai		
	Gramdhal	::	3.000 kg
	Onion	::	2.250 kg
	Ginger	::	0.100 kg
	Green chillies	::	0.100 kg
	Sombu	::	0.050 kg
	Refined oil	::	1.500 kg
	Salt to taste		
3	100 portions of Chutney		
	Fried gram	::	2.000 kg
	Green Chillies	::	0.250 kg
	Red chillies	::	0.010 kg
	Blackgram dhal	::	0.100 kg
	Mustard	::	0.050 kg
	Oil	::	0.150 kg
	Ginger	::	0.100 kg
	Coconut	::	5 Nos.
	Curry leaves & salt to taste		
4	100 Nos. of Bajji		
	Bengalgram flour	::	3.500 kg
	Rice flour	::	0.500 kg
	Maida	::	0.200 kg
	Potato / Onion	::	3.000 kg
	Chilli powder	::	0.100 kg
	Refined oil	::	2.000 kg
	Salt to taste		
5	100 packets of Onion Pakkoda:		
	Bengalgram flour	::	3.500 kg
	Rice flour	::	1.000 kg
	Onion	::	2.000 kg
	Garlic	::	0.200 kg
	Sombu	::	0.100 kg
	Chilli powder	::	0.25 kg
	Refined oil	::	2.500 kg
	Green chillies	::	As required



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6	100 packets of Omapodi		
	Gram flour	::	4.000 kg
	Omam	::	0.050 kg
	Asafoetida	::	half pkt.
	Chilli powder	::	0.100 kg
	Refined Oil	::	2.500 kg
	Salt to taste		
7	100 packets of Murukku		
	Gram flour	::	3.500 kg
	Rice flour	::	1.000 kg
	Jeeragam	::	0.050 kg
	Asafoetida	::	half pkt.
	Refined Oil	::	2.500 kg
	Salt to taste		
8	100 packets of Karasev		
	Gram flour	::	3.000 kg
	Rice flour	::	1.000 kg
	Asafoetida	::	half pkt.
	Chilli powder	::	0.300 kg
	Garlic	::	0.050 kg
	Refined Oil	::	2.300 kg
	Salt to taste		
9	100 Nos. of Vegetable Bonda		
	Gram flour	::	2.200 kg
	Rice flour	::	0.300 kg
	Maida	::	0.200 kg
	Vegetable	::	3.500 kg
	Onion	::	1.000 kg
	Blackgram dhal	::	0.050 kg
	Ginger	::	0.050 kg
	Green Chillies	::	0.050 kg
	Mustard	::	0.050 kg
	Bengalgram dhal	::	0.100 kg
	Refined Oil	::	2.000 kg
	Curry leaves & salt to taste		
10	100 Nos. of Samosa		
	Maida	::	3.000 kg
	Potatao	::	3.000 kg
	Onion	::	2.000 kg
	Green chillies	::	0.100 kg
	Ginger	::	0.100 kg
	Dry green peas	::	0.300 kg
	Chilli powder	::	0.110 kg
	Corriander powder	::	0.100 kg
	Cooking soda	::	0.020 kg
	Sombu	::	0.050 kg
	Refined Oil	::	1.500 kg
	Curry leaves & salt to taste		



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11	100 packets of Mixture		
	Green Gram	::	0.500 kg
	Bengal Gram	::	0.500 kg
	Mysore Gram	::	0.500 kg
	Karamani	::	0.500 kg
	Fried Gram	::	0.500 kg
	Groundnut	::	0.600 kg
	Aval	::	0.400 kg
	Bengal Gram flour	::	0.600 kg
	Rice flour	::	0.100 kg
	Refined oil	::	1.500 kg
	Sugar, salt & curry leaves to taste		
12	100 packets of Fried Groundnut		
	Groundnut	::	6.000 kg
	Chilli powder	::	0.100 kg
	Refined oil	::	0.300 kg
	Curry leaves as required		
	Salt to taste		
13	100 packets of Potato Chips		
	Potato	::	11.000 kg
	Refined oil	::	2.500 kg
	Chilli powder	::	0.050 kg
	Pepper powder & salt to taste		
14	100 Nos. of Iddly – chutney, sambar		
	Rice	::	2.000 kg
	Blackgram dhal	::	1.000 kg
	Salt to taste		
	Chutney as per working under Item No.3 above		
15	100 Nos. of Poori - Potato		
	Wheat flour	::	2.000 kg
	Maida	::	0.200 kg
	Refined oil	::	0.800 kg
	Potato	::	2.500 kg
	Onion	::	2.000 kg
	Blackgram dhal	::	0.100 kg
	Chilli powder	::	0.100 kg
	Ginger	::	0.100 kg
	Green chillies	::	0.100 kg
	Mustard	::	0.050 kg
	Turmeric powder	::	0.050 kg
	Curry leaves, salt, etc. to taste		



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16	100 Nos. of Uppuma – Chutney		
	Ravai	::	5.000 kg
	Onion	::	3.000 kg
	Green chillies	::	0.100 kg
	Ginger	::	0.100 kg
	Bengalgram dhal	::	0.200 kg
	Blackgram dhal	::	0.100 kg
	Mustard	::	0.100 kg
	Asafoetida	::	half pkt.
	Cashewnut	::	0.100 kg
	Refined Oil	::	2.000 kg
	Curry leaves & salt to taste		
	Chutney as per working under Item No.3 above		
17	100 Nos. of Pongal – Chutney / Kosthu		
	Raw rice	::	4.000 kg
	Greengram dhal	::	2.000 kg
	Cashewnut	::	0.300 kg
	Pepper	::	0.100 kg
	Refined Oil	::	2.000 kg
	Jeeragam	::	0.050 kg
	Asafoetida	::	One packet
	Ginger	::	0.100 kg
	Curry leaves & salt to taste		
	Brinjal	::	3.000 kg
	Tomato	::	2.000 kg
18	100 Nos. of Kitchadi - Chutney		
	Ravai	::	4.000 kg
	Dry green peas	::	1.000 kg
	Onion	::	3.000 kg
	Cashewnut	::	0.300 kg
	Ginger	::	0.100 kg
	Green chillies	::	0.150 kg
	Turmeric powder	::	0.020 kg
	Mustard	::	0.100 kg
	Tomato	::	2.000 kg
	Blackgram dhal	::	0.100 kg
	Refined oil	::	2.000 kg
	Curry leaves & salt to taste		
	Chutney as per working hours under Item No.3 above		



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19	100 Nos. of Oothappam – chutney / sambar		
	Rice	::	5.000 kg
	Blackgram dhal	::	2.000 kg
	Onion	::	4.000 kg
	Refined oil	::	2.250 kg
	Salt to taste		
	Chutney as per workings under Item No.3 above		
20	100 Nos. of Bread, Butter, Jam		
	Bread	::	12 pkts of 500 gms each
	Butter	::	0.750 kg
	Jam (Mixed Fruit or any other Fruit)	::	1.250 kg
21	100 Nos. of Tomato Sandwich		
	Bread	::	12 pkts of 500 gms
	Amul butter	::	0.750 kg
	Salad tomato	::	3.000 kg
	Pepper powder & salt to taste		
22	100 cups of coffee		
	Sunrise	::	180 gms
	Milk	::	7 litres
	Sugar	::	1.300 kg
23	100 cups of Tea		
	Taj Mahal/Tata Dip Tea	::	100 pkts
	Milk	::	7 litres
	Sugar	::	1.300 kg
24	100 portions of Vegetarian Meals		
	Raw rice	::	11.000 kg
	Poori	::	200 Nos. (as per working without Potato Masala)
	Sambar & Rasam		
	Toor dhal	::	3.500 kg
	Tamarind	::	0.400 kg
	Red chillies	::	0.100 kg
	Chilli powder	::	0.050 kg
	Corriander seeds	::	0.150 kg
	Coconut	::	3 Nos.
	Corriander powder	::	0.075 kg
	Bengalgram dhal	::	0.500 kg
	Garlic	::	0.050 kg
	Jaggery	::	0.250 kg
	Asafoetida	::	Half pkt
	Mustard	::	0.050 kg



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Methi	::	0.050 kg
Oil	::	0.400 kg
Turmeric powder	::	0.050 kg
Tomato	::	2.00 kg
Jeera	::	0.050 kg
Pepper	::	0.050 kg
Vegetable	::	4.00 kg
Curry leaves, salt to taste		
Pickle	::	2.20 kg
Curd (in cups)	::	17.00 lit
160 ml in each cup		
Appalam (2 Nos.per plate)	::	2.20 kg
Refined oil for frying..	::	0.750 kg
25 100 portions of vegetable curry for vegetarian Lunch:		
Vegetable	::	18.00 kg
Coconut	::	4 Nos.
Moongdhal	::	1.250 kg
Green chillies	::	0.250 kg
Blackgram dhal	::	0.150 kg
Green dhal	::	0.200 kg
Jeeragam	::	0.050 kg
Refined oil	::	0.500 kg
Mustard	::	0.050 kg
Curry leaves, salt	::	to taste
26 100 portions of Non-vegetarian curry/dish for Non-Veg.lunch:		
Meat	::	12 kg or 220 eggs
Chilli powder	::	0.200 kg
Corriander powder	::	0.200 kg
Coconut	::	2 Nos.
Cinnamon	::	0.010 kg
Cardamon	::	0.010 kg
Cloves	::	0.100 kg
Ginger	::	0.200 kg
Garlic	::	0.200 kg
Khaskhus	::	0.200 kg
Onion	::	3.000 kg
Tomato	::	4.000 kg
Refined oil	::	0.500 kg
Sombu	::	0.050 kg
Turmeric powder	::	0.100 kg
Pepper	::	0.050 kg
Curry leaves, salt	::	to taste

For any other item not included in this enclosure, the norms will be fixed by the Company on mutually agreeable basis in consultation with the Contractor.



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ANNEXURE 3

PRE-QUALIFICATION CRITERIA

1.0 PRE-QUALIFICATION CRITERIA–TENDERERS

- 1.1 Tenderers shall have minimum of any one year experience in rendering canteen services in Industries (or) Educational Institutions (or) Hospitals (or) other Establishments in the last three financial years. Work order and work completion certificate to be submitted as proof of experience along with tender documents.
- 1.2 The tenderer shall have a business turnover of minimum of Rs. 57 lacs being 30% of the estimated cost proposed in the NIT based on average annual financial turnover during the last three years ending 31st March of the previous financial year per CVC guidelines. Audited profit and loss account statement has to be enclosed as documentary proof (2013-14, 2014-15 & 2015-16)
- 1.3 The Tenderer shall indicate his / their PF Code / ESI Number in his / their tender. The registration number shall be either in the name of the tenderer or in the name of the Firm or Director or Proprietor. Copy of documentary proof shall be enclosed either at the time of applying or before award of contract, if they become successful bidder.
- 1.4 The Tenderer shall indicate his income tax Permanent Account Number. The PAN shall be either in the name of the Tenderer or in the name of the Firm or Director or Proprietor. Copies of returns filed for any two financial years (2013-14, 2014-15, 2015-16) to be attached.
- 1.5 The Tenderer shall indicate his GST Registration Number. The registration numbers shall be either in the name of the Tenderer or in the name of the Firm or Director or Proprietor. Copy of returns filed for the financial year 2014-15 to be attached.
- 1.6 The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black listed or there is no pending litigation or any action including arbitration proceedings against the tenderer, by MFL and any other public sector undertakings.
- 1.7 Tenderers who are on the holiday list or black list of MFL and who has initiated litigation against MFL Management are not eligible to apply for this tender.
- 1.8 The tenderer shall upload the proof of site visit duly signed by MFL official.



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ANNEXURE 4

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address	
Detailed Technical Specification offered	Annexure - 2
Payment Term	Billing on 15 days basis only. Payment within 30 days from the date of submission of bills provided bills are in order. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments.
Payment Mode	RTGS/NEFT
Delivery	Per Clause 5.2 of Annexure 2.
Offer Validity	90 days from the date of opening of bids.
EMD Details	Per Annexure 6
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for Penalty clause as per Annexure-9	Yes
Acceptance to receive payment for actual Services for MFL.	Yes
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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PART - A

ANNEXURE 5

PRICE BID FORMAT

INDUSTRIAL STAFF CANTEEN SERVICE CONTRACT TENDER 2017-2018

1.0 RATES

- 1.1 The tenderers shall visit MFL Industrial Staff Canteen for better assessment before submitting their quote. This **site visit is mandatory** as per Pre-Qualification Criteria.
- 1.2 The tenderer has to give their rates in P
- 1.3 art B (both in figures and words) for each item to be served.
- 1.3 Rate shall be inclusive of all costs, such as cost of raw materials, wages per Minimum Wages Act and other statutory payments (PF, ESI, Bonus, Leave Wages, etc.) and two sets uniforms, one hand towel, safety shoes, hand gloves, cap and helmet for service boys, cost of food served to the workmen, cost of paper bags, transportation of materials from market to canteen premises, preparation and service of food items, loss on inventory carrying cost, remuneration to the contractor, and any other statutory levies and other overheads including revision of Dearness Allowance in conformity with the provisions of Minimum Wages Act **excluding GST.**
- 1.4 The rates finally agreed to by both the parties will be firm throughout the contract period and no increase on any reason will be considered.
- 1.5 There will be no separate payment to the contractor towards rendering services except the rate fixed for each food item.



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PART B

MADRAS FERTILIZERS LIMITED MANALI, CHENNAI 600 068

TENDER FOR INDUSTRIAL STAFF CANTEEN PART B - RATE BID

Rate shall be quoted (excluding GST) in total against serialled items only

SI No	Item	Rate per Unit (Rs.)	
		In figure	In words
1	Light snacks (40 gms)		
	(MedhuVadai / Masala Vadai / Mysore Bonda)		
2	Heavy snacks (50 gms)		
	Onion Bajji, OnionPakkoda/Groundnut Pakkoda, Omapodi, Murukku, Salt /boiled Fried Groundnut, Karasev, MedhuPakkoda, Samosa, Mixture, Vegetable Bonda, Sweet Bonda, Bengal Gram Dhal Fry, Karaboondhi, Ribbon Pakkoda		
3	Light Breakfast		
	(a) Idly (1 No.) with chutney /sambar/kuruma 60 gms		
	(b) Poori (1 No.) 25 gms with potato masala 75 gms		
	(c) Chappathi (1 No.) 25 gms with vegetable kuruma 75 gms		
4	Heavy Breakfast 200 gms		
	(a) Uppuma/Pongal/Kitchadi with chutney/sambar/kosthu		
	(b) Onion Oothappam (each) 100 gms with chutney / sambar		
5	Coffee		
	(Sunrise / Bru) (Aavin milk or any other superior quality branded milk) 140 ml		
6	Tea		
	(Dip Tea—Tajmahal/Tata/ Lipton/ any other reputed brand) (Aavin milk or any other superior quality branded milk) 140 ml		



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7	Vegetarian Meals: Daily		
	Raw / Boiled rice – cooked 300 gms/plate Chappathi / Poori 2 Nos of 25 gm each Sambar / Morkuzhambu / Karakuzhambu / Vathalkuzhambu 160 ml/plate Rasam of different varieties 160 ml Curd or Butter Milk 100 ml / 250 ml Appalam or vadam 2 Nos (fried) (of reputed brand) Pickle & Salt		
7a	Vegetarian Item : Daily *		
	Veg Koottu / Poriyal / Fry (any one item) 160 gm/plate * to be served along with Veg Meals per Sl.No.7		
7b	Non-Vegetarian Items : Daily **		
	** Non-vegetarian dish to be served as per schedule in 7 b (i), (ii), (iii) & (iv) with Veg Meals per Sl.No.7	--	--
(i)	Monday & Friday : Egg Boiled (2 Nos/plate) Omlets / podimass (with gravy /masala 160 ml)		
(ii)	Tuesday & Sunday : Chicken—Broiler (chops /fry/kuruma) 65gms cooked per dish & gravy/masala 160 ml		
(iii)	Wednesday : Sheer Vanjaram Fish (65 gms fry with 160 ml gravy)		
(iv)	Thursday & Saturday : Mutton (Male goat only) 65 gms with gravy 160 ml		



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8	Business/Diet Lunch		
	(Vegetarian) Daily basis Chappathi with Dhal fry (2 Nos. each 25 gms) or Oothappam with chutney / Sambar (2 Nos each 100 gms) or Bread Toast (or) Roast 4 Nos. or Rava Idly / Idly with chutney /Sambar (3 Nos each 60 gms) Vegetable soup 160 ml Vegetable kuruma / koottu 160 gms Salad Greens 100 gms Seasonal fruits 100 gms Curd rice 100 gms		
9	Variety Lunch (Twice in a month-Friday)		
	(Bisebelabath/Veg Pulav/Tamarind / Tomato/Lemon/Coconut /Ghee Rice / Curryleaf Rice (any one item) — 200 gms Bhagalabath — 200 gms Chappathi / Pooiri — 2 Nos. 25 gms each (any one item) Porial / Koottu / Avial / Fry (any one item) 160 gms Appalam (2 Nos) / Vadam, Pickle		
10	Bread Butter Jam		
	2 slices of bread with jam and butter / with butter / with jam Bread (Modern), Butter (Aavin/Amul) and Jam (Kissan) or any other reputed branded Bread Butter Jam		
11	Cake		
	(Modern Brand/ Britannia/ any other reputed brand) 80gram Cup cake -- 4 nos. in one packet (20 gram each)		
12	Biscuit		
	a) Britannia – Milk Bikis / Sunfeast 100 gm		
	b) Krackjack / Britannia 50:50 100 gm		
	c) Marie (any other reputed brand) 100 gm		
	d) Good day 100 gm		



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SI No	Item	Rate per Unit (Rs.)	
		In figure	In words
13	Sweet 50 gms		
	On Fridays only with lunch/dinner (Halwa/Mysore pak/ Jangiri/Laddu/ Milk (or) Coconut Burfi/Badhusa/ Dry GulabJamun		
14	Soup & Dessert :		
	Veg.Soup 160 ml Dessert (ice cream) 1 slice		
15	Special Western/Continental VIP Lunch		
	Soup, Poori / Chappathi, three vegetarian subjee / one non-veg dish, Veg. pulav, Bhagalabath, veg. salads, Pappad,Pickle, Dessert		
16	Western/continental V VIP Lunch		
	Soup, Poori / Chappathi, three vegetarian subjee / two non-veg dishes, Veg. pulav, Bhagalabath, veg. salads, Pappad,Pickle, Dessert, Dry fruit & Cut Fruits		
17	Extra rice/poori/chappathi (on request)		
	Rice (cooked) 300 gms Poori / Chappathi 2Nos of 25 gms each		
18	Special Snacks		
	a. Vadai (with Chutney) 60 gms		
	b. Cutlet (with Sauce) 60 gms		
	c. Sandwich – 2 bread slices with butter, pepper, cucumber and tomato		
19	Soft Drinks (Reputed brands) 200 ml (Tetra Pack)		
20	Mineral Water	300 ml	
		500 ml	
		1000 ml	



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ANNEXURE 6

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- The tenderer shall submit the Earnest Money Deposit of **Rs.3.80 lacs (Rupees Three Lacs Eighty Thousand only)** 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 90 days from the date of opening of the tender.
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-P&A, MFL, Manali, Chennai 600 068.
- Holders of valid certificates obtained from NSIC (who are having experience of running / catering industrial canteen services)/ 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.
- EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
- After submission of 5% of the contract value as security deposit, by way of DD / BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
- Offers without EMD or valid Certificate from NSIC/MSME/DGS&D 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, if seeking exemption based on NSIC Unit, DGS & D and MSMEs with relevant certificates to be directly sent to DGM – P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for – Tender No.**ESER/P&A/ STAFF CANTEEN/04/09/17/035 Dated 15/08/2017.** EMD cover should reach the office of DGM – P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068 within 3 clear working days from 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 LOI / Purchase Order, either by Demand Draft or 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-P&A, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
 - ❖ 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.
 - ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
 - ❖ 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.
 - ❖ 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 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 in cash 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

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 - 600068 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 negotiated rates of the tenderer shall be final and binding. No increase shall be allowed for any reason during the contract period.

2.0 Rate and nature of job

- 2.1 The rate quoted shall include all the incidental charges and statutory requirements but excluding GST connected with the contract. The rate quoted shall be firm throughout the contract period irrespective of escalation in cost on labour and all other charges.
- 2.2 The bidder has to pay the revised basic plus DA to their workmen as per Ministry of Labour and Employment, GoI Notifications from time to time.
- 2.3 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.

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 5.7 of Annexure-8.



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- 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.

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 (P&A), 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 be automatically terminated and the contractor shall be liable for all consequences arising therefrom 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 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, whenever required by the Company or Government Officials authorised under the Statutes, produce for inspection, all forms, Registers and other records required to be maintained under various Statutes.
- 5.2 The Contractor shall produce documentary evidence in proof of effecting the said statutory payments. Non-observance of the provisions will be construed as default by the Contractor to make such payment, and payment of his bill will be withheld till submission of the documentary proof for such payments.



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- 5.3 MFL will not make any separate payment towards the expenses incurred by the Contractor for complying with the above statutory provisions to his workmen.
- 5.4 The Contractor shall comply with all operational rules and regulations, including security rules framed by the Company and made applicable to the whole or part of the premises, wherein the Contractor or his workmen happen to be operating / working. In the event of any of Contractor's workmen violating the said rules and regulations or in any way becoming objectionable to the Company, the Contractor shall remove forthwith such workmen from the Company's premises.
- 5.5 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 authorised 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.
- 5.6 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. Unauthorised / Prohibited materials should not be carried by the workers supplied by the contractor. Any such damage caused should be reported to the concerned official immediately on occurrence
- 5.7 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.
- 5.8 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.
- 5.9 The contractor shall get registered under GST act and pay GST regularly.



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6.0 Security Deposit

6.1 Per Annexure - 7

7.0 Description of work (As per Annexure-2)

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

8.0 Reverse Auction :

MFL will go for Reverse Auction process, to finalize the tender if necessary. The decision to conduct Reverse Auction will be conveyed to short-listed bidders.

8.1 Negotiation :

Subsequent to Reverse Auction process, if MFL deems it fit to conduct negotiation with the R1 Tenderer or with overall weighted average L1 tenderer if nobody participated in reverse auction.

9.0 Specific Conditions:

Preparation of menu and inspection :

- 9.1 The menu shall be decided by the Company from time to time.
- 9.2 The services of the Contractor will be monitored by one or more designated officials of the Company and all day-to-day activities and immediate instructions will be conveyed to the contractor through him/them.
- 9.3 The Company or the Company's designated official will have full right of inspection of eatables, beverages, food prepared by the contractor to ensure quality. Such items, which are rejected by the designated officials of the Company during inspection, should not be used for services in the Company canteen.
- 9.4 Any substandard foodstuffs / eatables shall be removed immediately from the Company premises at contractor's cost and alternate foodstuffs / eatables shall be arranged to be served. Once used oil should not be used for further preparations.
- 9.5 No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the canteen services on this account.



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10.0 Quality and standards of Ingredients:

- 10.1** The contractor shall ensure that high quality of ingredients for preparation of food / eatables in the canteen.
- 10.2** Quality Male goat mutton and Vanjaram Sheer fish and broiler chicken and normal size of egg shall be procured for the preparation of Non-vegetarian items.
- 10.3** Fresh and high quality of green vegetables and fruits shall be procured for preparation of food items / eatables in the Canteen.
- 10.4** Quality refined sun flower oil reputed brand like gold winner shall be procured for the preparation of food items in the canteen.
- 10.5** Reputed brand milk like Aavin shall be procured for preparation of milk food items.
- 10.6** Oil once used shall not be re-used.
- 10.7** Non-fresh vegetables / fruits shall not be used.
- 10.8** The Company's designated official has the right to check the quality and reject and send out any ingredient which are sub-standard.

11.0 Service Quality

- 11.1** The Contractor shall take full responsibility to prepare foodstuff / eatables at his expenses according to the standards prescribed by the MFL Management.
- 11.2** The menu shall be decided by the MFL Management from time to time. The Company's authorized official will have full right for inspection of eatables / food prepared by the Contractor as regards quality. Such items, which are rejected by the Company or its authorized official during inspection, should not be used for service in the canteen and no compensation is admissible for the items so rejected.
- 11.3** The Contractor shall ensure that high quality ingredients are always procured for preparation of eatables. The Company's authorized official has the right to reject any ingredient that may be found to be substandard.
- 11.4** The Contractor is liable for a penalty of Rs. 5000/-, per day per incidence based on the extent of deficiency / failure on the part of the tenderer, in the preparation and services of foodstuff / eatables, as per the directions from MFL Management. The decision of MFL shall be final and binding.



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- 11.5 The Contractor has to ensure cleanliness in and around the Canteen premises / Service points at all times through his workmen and complies with ISO Environmental Policy of the Company.

12 Allied Canteen Works:

Cleaning:

- 12.1 Remove canteen waste from the sewage lines (open) running in and around the canteen on regular basis and store it into the drums. Also, the food waste, vegetable leaves and any garbage to be safely removed on daily basis. The required manpower vehicle/trolley, drums, bucket and other cleaning equipment / appliances etc. for clearing / cleaning / transporting the canteen waste shall be arranged by the Tenderer at his own cost.
- 12.2 Remove the canteen waste and clean the open drainage inside the canteen premises at the following location on regular basis:-
- Kitchen
 - Vessels Washing Area
 - Wash Basin
 - Grinder Room
 - Drainage from Main kitchen to pumping area
- 12.3 Canteen waste solids blocked into the drainage to be collected then & there and dumped into the big plastic buckets to be kept for the purpose by Tenderer. The waste/solids kept in the drums to be transported periodically outside the Plant premises and to be disposed-off safely and in an eco-friendly manner.
- 12.4 Clean the strainers fixed in the drainage line regularly to remove the choke for free flow of water. The strainer should be placed in its position always.
- 12.5 Any block either on the sewage lines (open) shall be removed then and there by deploying additional manpower as may be required.
- 12.6 All tools and tackles required to perform the cleaning work shall be arranged by the Tenderer.
- 12.7 Canteen toilet (men/women)/change house provided by the Company for the workmen are to be cleaned daily and always kept neat and tidy
- 12.8 The required cleaning materials/consumables such as buckets, broomsticks, phenol, Naphthalene balls, etc. shall be arranged by the Tenderer at his own cost.

Canteen Utensils/Crockeries/Cutleries/Glassware Cleaning:

1. Sterilization of plates, spoons, tumblers etc. and cleaning of utensils/crockeries/cutleries/glassware etc. should be properly done by the Tenderer with proper cleaning materials. Only standard cleaning materials shall be used.



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2. In case the Company acquires a dish washing machine, the recommended cleaning material by the manufacturers shall be procured and used by the Tenderer.

Housekeeping:

1. Upkeep of the Main Dining hall is to be carried out by the Tenderer on daily basis.
2. The Dining hall in the canteen premises is to be mopped and kept clean and tidy during each shift. In other dining halls, the spilled food on the tables to be cleaned by the Tenderer's men.
3. The food wastage from the plant service points shall be brought to the main canteen premises and to be removed along with wastage/garbage generated at Main dining hall/kitchen. The cleaning of wastage/garbage and sump should be made periodically and as and when required.
4. The cleaning materials for this purpose shall be provided by the Tenderer. The Tenderer shall use vim powder, liquid soap, Harpic, phenol and appropriate cleaning brushes/clothes/brooms.

13.0 Engagement of contract workers in the canteen:

- 13.1 The contractor shall employ his own Workmen/Supervisors to run the Industrial Canteen and he shall make his own arrangements to engage the required manpower and provide accommodation for them. The Company has the right to specify the minimum number of manpower required to run its Industrial Canteen and to demand for additional persons for Special services as and when required.

The contractor shall engage sufficient manpower including Supervisors for running the Industrial Staff Canteen Services.

The Tenderer should also deploy adequate manpower exclusively for the maintenance of cleanliness inside/outside the canteen premises, dining halls, dining table & chairs, ceiling fans, exhaust, tube fittings and other equipment (including lavatory and bathrooms attached for the specific use of the canteen contract workmen near main dining hall).

13.2 Attendance:

The Tenderer should maintain the attendance of the Tenderer's employees. The attendance will be verified at the discretion of the Company authorised personnel any time to ascertain the manpower positioned by the Tenderer. In the case of absence of contract workmen, the contractor shall make alternate arrangement.



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13.3 **Uniforms:**

The Tenderer is required to provide suitable uniforms (2 sets), hand towel, safety shoes, socks. Helmet and caps (2 sets each) and hand gloves with name badge every year for all Tenderer's workmen on duty. It is the responsibility of the Tenderer to arrange and see that the uniforms and clothes are properly washed and ironed at Tenderers own expense and also to ensure that workers is wearing cap and hand gloves while on duty. Raincoat must be provided during rainy season at Tenderer's own expense. The Tenderer is responsible for best turnout of the workmen including regular hair cut/nail trimming.

13.4 **Payment of Wages :**

The Contractor shall pay monthly wages to their contract workers on or before 7th of every month without fail. Failing to pay their wages as stipulated penalty will be imposed.

13.5 **ESI / PF:**

The Contractor shall remit the dues of ESI Act 1948 and EPF Act 1952 in respect of workers engaged in the canteen as per provisions of Act every month.

14.0 **Payment to Contractor:**

14.1 The contractor shall be paid in respect of the services rendered and contract performed in Annexure-5 as per the rates quoted. The rates herein provided shall not be subjected to any change for any reason whatsoever as stipulated in Clause 1.5 of Annexure-5.

14.2 The Contractor shall submit the bills in duplicate on 15 days basis to the designated P&A Official of the Company for certification. Payment will be made within 30 days on receipt of the bill from the contractor. The second fortnight bill will be processed on submission of proof of remittance of ESI and PF.

15.0 **Penalty:**

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 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.

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



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The Tenderer shall be liable for penalty for any failure as detailed below:

- 15.1 Sub-standard quality of raw material/ingredients found by the Company's authorized/designated official once pointed out to the Tenderer, the same should be replaced with quality raw materials/ingredient. The quality of the ingredients to be used will be determined based on the first quality sold by any one of the outlets (a) Amutham Super Market, (b) Kamadhenu Super Market (c) Chinthamani Super Market (or) any other reputed departmental store/super market or any other reputed brand specified by the Company available in the Market. The selection of supermarket/departmental store/brand for reference purpose shall be at the sole discretion of the Company.
- 15.2 If the Tenderer repeatedly fails to ensure the quality of the raw material/ingredients, the Company, in order to ensure quality, has the right to specify a list of departmental store/super market from where the Tenderer should purchase the raw material at Tenderer's cost.
- 15.3 Rs.1500/- (Rupees one thousand five hundred only) per occasion will be deducted from the food bill if substandard quality of any food item is served. In addition, the Tenderer should replace it with the quality food immediately.
- 15.4 Rs.1500/- (Rupees one thousand five hundred only) per occasion will be deducted from the food bill if no food item is served as scheduled or if adequate quantity of food is not served. In addition the Tenderer should also immediately make good the shortage.
- 15.5 Rs.1500/- (Rupees one thousand five hundred only) per occasion will be deducted from the food bill if hygiene is not maintained to the satisfaction of the Company either in the kitchen/dining halls/store room/food transports vehicles/personnel handling the food items/surroundings. The penalty is also applicable for leaving/storing the crockeries / cutleries in places other than the proper locations.
- 15.6 Rs.1000/- (Rupees One Thousand only) per person per day will be deducted from the food bill in case of shortage of service man power based on the attendance record.
- 15.7 Rs.1500/- (Rupees one thousand five hundred only) per occasion will be deducted from the food bill if service is reportedly delayed in any service point.
- 15.8 Rs.50/- (Rupees Fifty) per person per day will be deducted if the worker is not in uniform or with bad turnout, without proper haircut/nail trimming etc.
- 15.9 The decision on imposing penalty as above shall be made by the Company's authorized/ designated Official and will be binding on the Contractor at every instance/occurrence of discrepancies. The Company reserves the right to



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introduce a system of getting feedback from the employees/users of Canteen to determine the aspects of quality/services specified herein. Based on such feedback or based on any other process of assessment/evaluation of quality/service of the Tenderer, the quantum of levy of penalty will be decided by the Company authorised official.

16.0 Damages:

16.1 The cost towards any loss, theft, damage or breakage of the items entrusted to the Contractor will be borne by the Contractor.

16.2 The amount towards losses due to breakage / theft / damage or loss of any such materials / Equipment / Fixtures / Furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost except natural wear and tear. Assessment of articles provided to the contractor will be carried out at the time of close of contract period and the recovery made as indicated below:

16.2.1 STAINLESS STEEL ITEMS

100 % recovery for losses.

100 % recovery for damages / breakages

No recovery for damages due to natural wear and tear.

16.2.2 CROCKERY ITEMS AND GLASSWARE

100 % recovery for losses

No recovery for damages / breakages.

16.2.3 EQUIPMENT / UTENSIL ITEMS

100% recovery for losses, damages / breakages

17.0 Strikes:

Strikes or cessation of work by contractor workmen 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 Rs.10,000/- (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.

18.0 Force Majeure :

Force Majeure shall mean and be limited to the following :

- a) any war or hostilities
- b) any riot or civil commotion
- c) any earthquake, flood, tempest, lightning or other natural physical disaster impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport;
- d) any strike or lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the Canteen Contract Service providers.



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Based on any reasons as stated above affecting the performance of the canteen contract services, the contractor is liable to pay wages to the contract workmen.

In the event of Force Majeure, MFL reserves the right to cancel the contract.

19.0 Compliance of Labour Laws:

- 19.1 The Contractor shall engage sufficient number of competent workmen for running the Canteen on round-the-clock basis.

Expenses on account of payment of salary / wages / provision of foodstuff / eatables to canteen workmen, and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus, etc., to the Canteen workmen shall be met by the Contractor.

The Contractor shall have full control of his workmen including the right to appoint, determine service conditions discharge, dismiss, or otherwise terminate their services at any time.

The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his workmen.

- 19.2 The Contractor shall employ only such workmen who are medically fit.
- 19.3 The contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948 / Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, GST, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National and Festival holidays) Act 1958, Minimum wages Act per Central Government Notification, Payment of wages Act 1936, the Child Labour (Prohibition and Regulation) Act and any other law applicable for the employment of contract workmen for the time being in force and as amended from time to time. It shall be the duty of the caterer to maintain the records as per statutory requirement and also to comply with the orders of the Company in this regard.
- 19.4 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.
- 19.5 Any other tax applicable like GST, income tax shall be borne by the Contractor.



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20.0 Other Terms and Conditions:

- 20.1 The Contractor shall procure raw materials (ingredients), transport, store, prepare food items and serve to the contract labour/workmen and ensure preservation of materials thus procured in a hygienic condition.
- 20.2 The Contractor shall make his own arrangements to ensure the required manpower for carrying out all the activities for running canteen.
- 20.3 MFL will have no responsibility whatsoever on the Contractor's workmen and the Contractor will be solely responsible for managing his workmen. In the event of any dispute / claims between the Contractor and his workmen, the Contractor alone will be responsible for settlement of the disputes / claims and consequences that may arise out of any such dispute / claims, whether statutory or otherwise.
- 20.4 The Contractor will be solely responsible for the operation of the Canteen. The Contractor will also ensure availability of a responsible personnel on round the clock basis or for effective monitoring.
- 20.5 The Contractor will be supplied with the materials such as Cutlery and service vessels / plates, utensils, at the time of taking over the Staff Canteen operations with List of Articles available.
- 20.6 All the items supplied by the Company at its expense for the purpose of running the Canteen will be Company's properties for all indents and purposes.
- 20.7 The Contractor will have full responsibility of proper upkeep, maintenance and custody of the items handed over by the Company.
- 20.8 In the case of Partnership Firms, the names of all the 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. The original partnership deed, along with an attested copy, should accompany the tender.
- 20.9 In the case of Limited Company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.
- 20.10 In the case of Hindu undivided family, the names of the family members should be disclosed and the Karta who can bind the Hindu undivided family should sign the form and indicate his status below his signature. 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 be responsible to produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.



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- 20.11 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. In case of any change in the composition of the tenderer, it shall be brought to the notice of MFL immediately in writing.
- 20.12 If the selected tenderer happens to be out of Tamilnadu, the tenderer should have one office within 15 kms radius of MFL, Manali Plant premises. He should furnish the details of address and respective agent's cell phone number or details of any other electronic gadgets. The agent should be readily accessible to cater to immediate canteen requirements. This arrangement has to be made within 30 days of award of contract.

21.0 Subletting:

- 21.1 The contractor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Company. In case, if the Management comes to know the contract is subletted, the Management has the right to terminate the contract for the reasons.

22.0 Termination:

- a. MFL reserves the right to terminate the contract due to any breach / failure of performance under the contract on the part of the Contractor in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation without giving any notice. The decision of Madras Fertilizers Limited about the failure / breach of contract on the part of the contractor shall be final and binding of the contractor.
- b. MFL also have, without prejudice to any other rights and remedies, the right in the event of the failure / 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 besides forfeiture of Security Deposit. The decision of Madras Fertilizers Limited about the breach/failure on the part of the contractor shall be final and binding on the contractor.
- c. MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.



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23.0 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.

24.0 Arbitration:

- a. 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.
- b. 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.
- c. Subject as aforesaid, the Arbitration & Conciliation Act 1996 shall apply the arbitration proceedings and such arbitration in English shall take place in the city of Chennai.



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ANNEXURE 9

INFORMATION ABOUT TENDERERS

SINo	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 of, similar working (certificate to support statement must be enclosed)	
7	Any other experience (attach separate sheet, if necessary). Copies of certificates to support statements must be attached.	
8	No. of experienced labourers available with the contractor for upkeeping jobs	
9	Name of the person / company with whom reference can be made with respect to the experience / similar type of work	
10	Solvency certificate from a reputed Bank / Financial Institution	



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11	Payment Schedule	Monthly Basis. Payment will be After 30 days from the date of submission of bill.
12	Contract Period	One year from the date of commencement of contract with a provision to extend the contract for a period of one more year with the mutually agreed terms.
13	Name of the bank and the branches with which tenderer has transactions	
14	Code Nos of i. PF ii. ESI	
15	1. Name and address of partners, Directors, Proprietor, as the case may be 2. Details of immovable properties & their value.	
16	Name & address of the person with whom Company may correspond (Local address)	
17	Income tax permanent account number (PAN) and IT circle	
18	Income Tax demanded and paid for Assessment year (IT return to be attached) 2013-2014 2014-2015 2015-2016	
19	GST Regn. No. with details	

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 -----
(hereinafter called the "tenderer") against the MFL's tender enquiry No.----- dated -
----KNOW ALL MEN by these presents that WE Madras Fertilizers Ltd having our
registered office at Manali, Chennai 600 068 are bound unto _____
(hereinafter called the "MFL") in the sum of - [Rupees] 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 upto 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)

WHEREAS _____ (name and address of the Tenderer) (hereinafter called "the Contractor") has undertaken, in pursuance of contract No.

dated _____ for the appointment of contract for _____
(hereinafter called the "contractor") against the MFL's tender enquiry No _____ dt _____.

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 and nationalized 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 contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor upto a total of ₹...../- (Rupees only), 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 contractor 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 of 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 _____ day of _____, 20...

(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

IFSC- Indian Financial System Code



MADRAS FERTILIZERS LIMITED

ANNEXURE 13

TIME LINES	
Training	Training on Bidding process will be given by the service provider M/s Bob will be provided till _____ (if required Kindly take the prior appointments)
Acceptance form submission Last date	Date _____ Time _____
<i>On-Line Auction Date & Time</i>	Date _____ Time _____
Contact Details	
BOB	Bangalore:-Ms. Marita Ravi 080 49000213/14/15/marita.ravi@bobeprocure.com Chennai- Mr. Raghavan 09381428882 ; raghavan.venkataraman@bobeprocure.com
MFL Chennai	(user department member contact details)

MATERIAL FOR BID:

Bidding will be on Total Cost of ownership (TCO) i.e. (Inclusive of Taxes, Duties, Freight, Insurance & other charges) for Industrial Staff Canteen Service Contract 2017-18

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. MFL will provide, if require the calculation sheet (eg.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, GST for services and loading factors (for non-compliance to MFL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.



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7. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
8. The lowest bidder has to send a fax or scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL through service provider within 24 hours of action without fail.
9. Any variation between the on-line seal bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct Auction with MFL as per prevailing procedure.
10. In case MFL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with MFL shall be opened as per MFL standard practice.
11. **SPECIAL INSTRUCTIONS:** Bidding within the last minute and seconds should be avoided in the bidders own interest. Neither the Service Provider nor MFL is responsible for any internet speed slowdown or outage or due to any such failure on the part of the bidder, in such cases.
12. **All other Terms & conditions as per MFL**—See Annexure 8
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.



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Auction Rule for finalisation of the procurement

MFL shall finalise the procurement of the item against this Tender through reverse auction mode. MFL has made arrangement with **M/s BOB Tech Solutions Pvt Ltd, Bangalore** who shall be MFL's authorized **service provider** for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to the service provider. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either MFL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back – up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and MFL is not responsible for such eventualities. **Bidding in the last minutes and seconds should be avoided in the bidders own interest.**
2. The **Bobtech** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Auction Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.



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3. **Starting Bid/Bid Decrement:** The opening price shall be the **lowest price of sealed bids** and the bid decrement shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the site.

The start bid price and the decrement value for the Reverse Auction will be communicated by MFL through a email to the Bobtech before the start of Reverse Auction. In the event of the Bobtech uploading the Start Bid price and decrement value wrongly (other than indicated by MFL through mail) due to human error or due to any other reason, MFL reserves the right to withdraw such wrongly uploaded Start bid price and decrement value and upload again the correct start bid price and decrement value and continue the Reverse Auction with that Start bid price and decrement value. Till such time the correct Start bid price and decrement value uploaded and seen by the participants, the Reverse Auction is set to be under hold and the participants are to wait till it is restarted.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The Exchange Rate, if any (in case of foreign currency) will be intimated a day prior to the date of Auction. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for each item.
5. **BID PRICE:** The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of 60 days and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.
9. **Procedure of Reverse Auctioning :**
 - i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to MFL or less. The bidders shall confirm in writing to MFL that their opening bid shall be same as that quoted in their final sealed price bid submitted against the above Tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.



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- ii. **Bidders are advised to uniformly reduce their rates in all the items for which they have quoted.**
 - iii. **English Reverse (no ties) {Reverse Auction}**: MFL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
 - iv. **Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
 - v. Sealed Bid auction will be for **15 minutes** and English Reverse auction (no ties) shall be for a **period of one hour**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
 - vi. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**
 - vii. The bid decrement amount shall be specified by MFL before start of bidding.
 - viii. Any commercial loading if any, shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
 - ix. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Excel Format (if provided during intimation of conducting Reverse Auction) after the completion of Auction to MFL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 11. During English Reverse auction (no ties), if no bid is received within the specified time, MFL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
 12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, MFL shall take action as appropriate.**



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13. You shall be assigned a **Unique User Name & Password** by the service provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from MFL / the Bobtech to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
14. At the end of the Reverse Auction, MFL will decide upon the winner. MFL's decision on award of Contract shall be final and binding on all the Bidders.
15. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
16. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.



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ANNEXURE 13-A

ONLINE BIDDING/ Reverse Auction Methodology

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by the service provider. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, MFL and / or **the Bobtech** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
 - 1) Online Sealed bid.
 - 2) English Reverse Auction No Ties. (Refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)



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6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 1. Leading Bid in the Auction.
 2. Your Rank.
 3. Bid Placed by you.
 4. Opening Price.
 5. Min Decrement.
8. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
9. **AUTO BIDS:** Auto bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Auto feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The Auto bid amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as auto or standard bids.



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10. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.
11. **OTHER TERMS & CONDITIONS:**
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of MFL to any other party.
 - MFL's decision on award of Contract shall be final and binding on all the Bidders.
 - MFL along with **the Bobtech** can decide to extend, reschedule or cancel any Auction. Any changes made by MFL and / or **the service provider**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - **Bobtech** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - **Bobtech** is not responsible for any damages, including damages that result from, but are not limited to negligence. **Bobtech** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
12. All the Bidders are required to submit the Agreement Form (Annexure- 13-B) duly signed to **Bobtech** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
13. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to **Bobtech** for further proceedings.



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ANNEXURE 13-B

Process Compliance Form

(The bidders are required to print this on their company's letter head, sign & stamp before mailing / faxing)

ARD Ref No: MFL/RA/_____

Date: _____

Madras Fertilizers Limited
A Govt. of India undertaking
Manali, Chennai - 600068

Dear Sir,

Reverse Auction for **Industrial Staff Canteen Service Contract 2017-18**
(MFL tender ref: _____ and date. scheduled on _____).

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the ARD. We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by BOB tech in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the ARD/ARD from the website of the BOB tech/MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Bobtech/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. Bob/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at Bob directly or indirectly in the process of online bidding. Bob is not responsible for if any disputes or disagreements occur in between buyers & seller (vise versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) and can accept or reject any of our bids without assigning any reasons whatsoever.



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We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

We confirm, if allotted, we will honour our online bid(s), which is legally binding on us.

Signature :
Designation :

Company Stamp/Seal Name :



MADRAS FERTILIZERS LIMITED

Post Bid Document

ANNEXURE 13-C

ARD Ref No: MFL/RA/_____

Date: _____

To

Madras Fertilizers Limited
A Govt of India undertaking
Manali, Chennai - 600068

Sub: Final price quoted during online reverse auction conducted on _____ and price break up – of Industrial Staff Canteen Service Contract 2017-18 (MFL Tender Ref: _____)

Dear Sir,

We confirm that we have final quoted Rs_____.
(Price quoted on Total Cost to MFL basis)

As our final lump sum prices during the Reverse Auction conducted today & Please find below the breakup for the same.

For Price Bid Format --See Annexure 5 (Part A & B)

Thanking you and looking forward to the valuable order from MFL.

Yours sincerely,

Company: For M/s

Contact Name:

Date:

Seal:



MADRAS FERTILIZERS LIMITED

ANNEXURE 14

CERTIFICATE OF SITE VISIT

This is to certify that Mr _____ of

M/s _____

having address _____

visited our Industrial Staff Canteen on _____ and assessed the requirements for participation in Staff Canteen Tender 2017-18.

Authorised Signatory