

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

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NOTICE INVITING TENDER FOR
STRENGTHENING OF REACTOR SUPERSTRUCTURE

TENDER No. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated
11/09/2017

SUMMARY

Online bids are invited for **"STRENGTHENING OF REACTORSUPERSTRUCTURE"**. Bidders, who are interested to submit bids, may visit 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 / 25941261 Mr. A M Sridhar

User contact detail: Mr MMalaravan- 044 25945372
 Mr PARunachalam-04425945384

Description: Strengthening of Reactor-A Super Structure	
Nature of Bidding	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	11.09.2017
Due date & Time for submission	18.09.2017 at 16:00 HRS.
Technical Bid Opening Date& time	19.09.2017 at 14:00 HRS.
Bid Submission (To be uploaded on or before the due date and time)	Three Separate on-line bids (1) EMD (2) Techno-Commercial Bid and (3) Price Bid To be submitted with price break up details as per Annexure-4 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.
Validity	90 days from the date of opening of Techno-Commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount	Rs.19000/-(Rupees Nineteen Thousand only). Original EMD, DD/BG or proof for submission thru RTGS (UTR number should be furnished in a separate sealed cover superscribed as EMD for TENDER ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated 11/09/2017 and the same should reach DGM – Maint. on or before 20/09/2017 .
Security Deposit (SD)	5% of the Contract Value to be collected within 10 days in the event of placement of award of contract.
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (Annexure – 10&11) or thru RTGS per Annexure-13
EMD BG Validity	135 Days from the tender opening date
Payment Term	100% of the contract value will be released within 30 days from the date of completion of job.
Contract Period	The Contract shall remain in force from the date of issuing of Job Order for a period of 3 months.
Bid Evaluation Basis	Techno-Commercially qualified L1 / R1 basis.
Scope of Work / Duties and responsibilities of the contract	Refer Annexure-7

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**DEPUTY GENERAL MANAGER – MAINT.
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI 600 068**

ANNEUXRE-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 Center (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 authorized 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, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls /.jpeg/.rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.1.10 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) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.

- 1.1.12 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid 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.
- 1.1.15 The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, ie., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 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 viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained 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.

Qualification Criteria

1.0 Qualification Criteria

- a) Tenderer shall have minimum 3 years of experience after the year 2009, in carrying out similar erection / renewal of structural in any reputed Industry. (Copy of experience certificate should be attached)
- b) Tenderer should attach the proof of PF, ESI and GST allotment letter.
- c) **The Tenderer should inspect the site conditions before applying for the tender. It is a prerequisite.**

Non-compliance of any one of the above criteria shall lead to total rejection of the tender.

2.0 Documents required

- a) Contract award letter copies / performance certificate from any organization to prove experience in the related field.
- b) Copies of ESI code allotment letter.
- c) Copies of PF code allotment letter.
- d) Copies of GST number allotment
- e) Annexure-4 , Annexure -5, "TENDERER UNDERTAKING", Annexure -8, Annexure - 9, Annexure-10, Annexure -11, Annexure -12 & Annexure 13

Signed copies of the above documents are to be uploaded as Attachment with the on-line submission of bids. Tenders not accompanying documentary proof will be rejected.

"OFFERS SHOULD BE SUBMITTED AS PER TECHNO-COMMERCIAL BID FORMAT (ANNEXURE-4) AND PRICE SCHEDULE AND PAYMENT TERMS (ANNEXURE-5)".

ANNEXURE – 3**TECHNO-COMMERCIAL BID FORMAT**

**TENDER No. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated
11/09/2017**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	As per Annexure-2, previous experience in the similar job should be attached
Payment Term	100% of the contract value will be released within 30 days from the date of completion of job.
Payment Mode	RTGS/NEFT
No. of days for the completion of the Job	30 Days
Mobilization time	5 Days
Workmanship guarantee	Not Applicable
Delivery /Service Term	Service as in the Annexure -8
Delivery/Service Place	MFL - Urea Plant
Offer Validity	90 days from the date of opening of bids
GST No.	
EMD Details (Rs.19,000/-)	
Acceptance to give 5% Security Deposit within 10 days of issuing job/ work order in the event of placement of order / award of contract as per Annexure 6	Yes
Acceptance for LD clause as per Annexure-8	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

❖ The Vendor should check the site condition prior to applying the tender.

Signature of the authorised person :
 Name of the authorised person :
 Designation of the authorised person :

BILL OF QUOTE**Strengthening Of Reactor - B Super Structure**

**TENDER No. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated
11/09/2017**

Sl. No.	Description	Cost per Ton	Units	Amount (Rs.)
1	Dismantling, Fabrication and Erection of structural (Rate inclusive of metal Scaffolding)	/ton	5tons	
2	Column beam web patch welding (Seam only)with 8 mm plate and link plate welding with 10 mm plate (Rate inclusive of fabrication erection and metals scaffolding)	/ton	3tons	
3	Column beam flanges welding (seam only) with 250 ISMC (Rate inclusive of fabrication erection and metals scaffolding)	/ton	2.5tons	
4	Total Amount			

Payment terms:

- 100% of contract value will be released within 30 days after completion of the job.
- The prevailing GST at the time of billing shall be applicable.

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Note: Payment will be made to the actual tonnage of work done.

ANNEXURE-5**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

- 1.1 Each tenderer shall submit **Rs.19,000/-** (Rupees Nineteen thousand only) towards Earnest Money Deposit, by way of Demand Draft drawn in favour of Madras Fertilizers Limited or Bank Guarantee valid for 135 days from the tender opening date in the MFL's approved BG format (**Annexure-10**) including 45 days claim period or thru RTGS per details given in **Annexure – 13**.
- 1.2 **NSIC/DGS&D/MSMEs registered bidders seeking EMD exemption should enclose Certificate of Registration from NSIC / DGS&D / MSMEs.**
- 1.3 The independent confirmation of BG by issuing Bank shall be sent directly to the Dy. General Manager – Maint., Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for **TENDERNo. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated 11/09/2017**
- 1.4 **Tenders not accompanied by either EMD or relevant NSIC,DGS& D and MSME certificate on or before the date of submission shall summarily be rejected.**
- 1.5 The tenderer is not entitled for any interest on the Earnest Money Deposit and not for any right of award of contract.
- 1.6 The EMD amount shall be forfeited without prejudice to any other claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within ten days from the date of award of the contract.
- 1.7 **Return of EMD:** The EMD shall be returned to unsuccessful tenderers after decision on Tenderers. The EMD refund (if paid thru DD/RTGS) shall be made to unsuccessful bidders thru E-payment. Hence, Bank Details as per attached format (**Annexure – 12**) to be furnished with Banker's Certificate. In the case of BG, it will be returned to unsuccessful tenderers after decision on Tenderers.
- 1.8 Tenderers who are submitting EMD in the form of NSIC / MSMEs / DGS & D Certificates should upload their relevant Certificate before the closing date and time of the tender.
- 1.9 Tenderers who are submitting EMD payment in the form of DD/BG/Details of RTGS should upload the scanned copy of the same on or before the closing date and time of the Tender. The original EMD DD / BG / Details of RTGS should directly be sent to DGM – Maint., Madras Fertilizers Ltd., Manali, Chennai – 600 068 with clear superscription on the cover as "**EMD for TENDERNo. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated 11/09/2017**". ON-LINE TECHNICAL BIDS WITHOUT RECEIPT OF EMD (DD/BG/RTGS) IN TIME WILL BE REJECTED.

ANNEXURE-6**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

- 1.1 The successful tenderer shall pay 5% of the total contract value towards SD by Demand Draft or Bank Guarantee valid for **Sixty days** beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai in the MFL approved BG format(**Annexure-11**) or thru RTGS per details given in **Annexure-13**. Independent confirmation of BG by the issuing Bank shall be sent directly to the Dy. General Manager – Maint., Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD/RTGS or BG.

The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD or BG. This should be submitted within 10 days from the date of intimation of his selection.

- 1.2 No interest shall be paid on the security deposit.
- 1.3 Failure to pay the security deposit within 10 days from the date of award of contract or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
- 1.4 The security deposit shall be refunded after 90 days from the date of completion 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.
- 1.5 MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failure on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
- 1.6 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.
- 1.7 In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

ANNEXURE - 7**SCOPE OF WORK****TENDER No. ESER/MAINT/REACTOR SUPER STRUCTURE/180917/076 dated 11/09/2017****1. General :**

1. Job will be carried out at MFL site (In-situ).
2. Your work men fulfill all statutory obligations and comply with provisions of Labour Regulations Act 1970
3. All your workmen shall be adequately covered by ESI, PF and evidence thereof shall be produced before commencement of this work
4. You should strictly adhere to MFL safety rules and regulations.
5. Vendor should provide PPE& equipment to their workman and follow safety rules strictly without any deviation.
6. Work permit shall be obtained during each shift from MFL authorities
7. All required tools and tackles will be vendor scope.
8. Being a structural strengthening job, you will deploy sufficient man power, tools and tackles to complete the job within the time schedule.
9. MFL will give free water and power
10. You have to engage your supervisor to supervise the job progress and coordinate with our engineers.
11. **Necessary metal scaffolding to be arranged by vendor only**

2. Scope of Work Execution:

1. The super structure stands to a total height of 57 meters. Structures at the reactor top lid level to the hoist level (from 30 meters to 57 meters) to be renewed/patch welded.
2. **Jobs to be done at site on the round the clock basis.**
3. Mobilization of welders, rigger, fabricator, rigging tools, scaffolding materials gas cutting set, welding cables, welding hand set, safety belts which are necessary to execute the job
4. Welding rods and structural materials, power will be supplied by MFL.
5. MFL crane may be arranged to shift the material subject to availability and feasibility
6. **Both the reactor top lid area to be covered with metal scaffolding along with wooden planks**
7. Renewal of corroded Structural like beams and cross angles by gas cutting which shifted to a place designated by MFL Engineer
8. Corroded Structural to be removed one by one thereby ensuring structural stability
9. If main column is found damaged, flanges on both sides to be strengthened bywelding (seam Welding) 250 ISMC to itand web area to be patch welded (seam welding) 8 mm plate.
10. All welding are only seam welding
11. New material shifting from stores to plant are with vendors scope
12. Vendors should follow the instructions given by MFL Engineer then and there.
13. Utmost care must be taken while removing and replacing the structural materials so as not to fall on reactor and other pressure vessels, as the plant will be in operation

14. Proper metal scaffolding or temporary platforms to be done/erected at site.
15. **Scaffolding: a)** Compulsorily the contractor shall provide metal scaffolding using his own material. The metal scaffolding erected should be stable, safe and should not cause any damage to men and equipment in the area. After completion of the work the area should be cleared of all materials.
 - b)** Wherever necessary the contractor shall fabricate and erect the extended temporary structural platform for providing scaffolding at higher elevations on cost to tonnage basis after getting concurrence from MFL engineer if required only. Temporary structural shall be dismantled after completion of jobs.

Note: Bidders compulsorily visit and check the site condition before submitting the offer

Description of jobs for strengthening the Super Structure

1. In the Reactor super structure, out of 9 columns, 2 columns were strengthened before TAR 2016, 3 columns are being strengthened (TAR 2017) and about to complete
2. Out of 4 columns, 2 columns M1 & N1 to be strengthened. These columns which are all of ISMB 500 to be strengthened as described below.
 - a. Existing ISMC 250 corroded channels welded to the column ISMB 500 are to be dismantled. New channels ISMC 250 to be fabricated and welded on to the flange and to be seam welded (not to be stitch welded) longitudinally and horizontally after thoroughly cleaning the surfaces.
 - b. Column ISMB 500 web are to be patch welded with 8mm plate on full length of web area. Patch should be Seam welded and not to be stitch welded after thorough cleaning of surfaces by gas heating.
2. Out of 2 columns to be strengthened, one column M1 on west side in which two 400 ISMB beams are tied together is to be strengthened as described below.
 - a. Additional ISMC 150 channels welded around the columns, corroded link plates and 75 ISA link angles are to be renewed as existing.
 - b. ISMB 400 web and flange to be patch welded with 8mm plate (seam welding) wherever the section is corroded.
3. Corroded cross tie beams (250 ISMB) connecting the columns horizontally is to be renewed by welding / bolted to the main columns thru gusset plate.

While renewing the 250 ISMB, temporary supports to be provided with MFL engineer's concurrence if required only.
4. Corroded ISA 100 cross bracings to be renewed wherever the cross bracing are corroded along with gussets.
5. Beam web and flanges to be patch welded with minimum 0.500 metre length of patch plates and to be seam welded at all sides.

Renewal of structural means inclusive of ISMB ISMC, ISA and gussets renewal.

TERMS & CONDITIONS

1. MFL Safety Rules and Regulations :

- 1.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.
- 1.2 The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc. should be provided by the contractor to his workmen, in compliance with full safety regulations. If any workmen not wearing safety appliances as stated above shall be charged Rs.50/- for each such occasion.
- 1.3 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 1.4 The contractor shall ensure that personal protective equipments (per 1.2) needed for the job to be used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 1.5 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 1.6 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.
- 1.7 The contractor shall obtain Entry tokens/passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs.50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.
- 1.8 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.

- 1.9 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.
- 1.10 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for Storage facilities etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

2. TERMS OF PAYMENT

- 2.1 100% of contract value will be released within 30 days of the job completion.
- 2.2 Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., **will be summarily rejected.**
- 2.3 Bills have to be drawn on DGM-Maint., Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by signed copy of Job order.
- 2.4 Bills should be clearly marked with MFL Job Order No. and date and the tenderer's Bill No. and Date.
- 2.5 **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.
- 2.6 RTGS Form (**Annexure 12**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

3. SUBLETTING & TRANSFER

Tenderer shall be solely responsible for rendering any or all the services. He shall not sublet / transfer / assign the contract or any part thereof to others. All their dealing with third parties shall be without reference to MFL.

4. CANCELLATION OF ORDER

Failure to comply with specification, terms & conditions or to perform or deliver as promised shall entitle the tenderer to cancel all or any part of this order. In the event of such cancellation, the tenderer shall not be required to make any payment.

5. CONTRACT PERIOD

The Contract shall remain in force from the date of issuing of Job order for a period of 3 months.

6. SUMMARY TERMINATION

- a. Notwithstanding anything contained in the Clause 2.2 Sub para, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of his becoming insolvent or going into liquidation.
- b. MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.
- c. The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- d. MFL reserves the right to terminate the contract without any notice in writing or without an obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

7. LAWS GOVERNING THE CONTRACT

Contract will be governed by Laws of India for the time being in force and as amended from time to time and the Courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

8. CONSTITUTION OF THE TENDERER

- a. The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- b. In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- c. The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

9. COMPLIANCE OF LAW

- a. The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time.
- b. The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed there under. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- c. The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes. In the case of non-coverage of employees 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 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 the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- d. The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- e. The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking is complied with by his workmen.

10. FORCE MAJEURE

The terms and conditions of the orders shall be subject to force majeure. Neither Tenderer nor MFL shall be considered in default of its obligation under this contract, if

such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

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

11. DEFINITION

The term "Tender" shall mean & include the online bids and other attachments uploaded while submitting the bids online.

"Tenderer" shall mean and include those entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be.

"Services" shall mean and include all items of work duties / responsibilities of the Tenderer and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.

12. WORKMANSHIP GUARANTEE:

The job is only strengthening of Reactor structural and it will not cover any Workmanship Guarantee. Any defect will be rectified as and when identified prior to completion of the job in all respects.

13. ARBITRATION

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. Subject as aforesaid, the arbitration and conciliation act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

14. JOB COMPLETION PERIOD

The entire job of '**Strengthening of Reactor Super Structure**' shall be completed within 30 days including 5 days mobilization time, from the date of issue of Work Permit.

15. LIQUIDATED DAMAGES (LD Clause)

In case of delay in completion of the job beyond the stipulated time of 30 days inclusive of 5 days mobilisation period, Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the total contract value.

16. REVERSE AUCTION AND / OR NEGOTIATION**Reverse auction:**

Applicable where there is more than 1 techno-commercially qualified bid.

Negotiation: Applicable in the following circumstances:-

1. Where there is only one techno-commercially qualified bid
2. Where there are more than 1 techno-commercially qualified bids & where reverse auction is conducted but no competitive bids in reverse auction, negotiation with L1 vendor.

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

Based on the Reverse Auction, the contract will be awarded to R1 Tenderer.

GENERAL TERMS & CONDITIONS

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like "delivery period", etc.
3. In the event of placing the order, the tenderer should strictly adhere to the Job completion date and should accept to complete the jobs on or before the due date committed in the Job order or as advised by MFL.
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer's offer.
8. Tenderer should clearly indicate the % of statutory levies such as GST, Octroi etc., wherever applicable.
9. MFL shall have the right to inspect the jobs while execution of the same, at any time and to give instructions as required by MFL.
10. Notwithstanding purchaser's acceptance or right to inspection and / or any other terms and conditions provided in the job order, tenderer warrants that all jobs carried out are free from any defects and workmanship and that they fully comply with the specifications. Job order will be issued in reliance on the aforementioned warranty of the tenderer.
11. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
12. Tenders will be rejected for non-submission of relevant valid documents.
13. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Liquidated Damages clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s NIC provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE – 9**INFORMATION ABOUT THE TENDERER**

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	GST Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and 3 years IT Assessment order to be attached	

11	Any court case is filed against you or your concern	
12	Have you / your Firm filed any case against your client	
13	PF Code No.	
14	ESI Code No.	
15	Labour License No.	
16	PAN No.	

Note: Copies of documents are required to be attached for Sl.No.5 to 17.

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

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

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

DECLARATION

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

Place:

Signature of the Tenderer

Date:

(Name & Office seal)

ANNEXURE 10**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

Whereas _____
 _____ (hereinafter called the "tenderer") has submitted their offer dated
 _____ for supply of _____
 (hereinafter called the "tender") against the purchaser's tender enquiry No.
 _____ KNOW ALL MEN by these presents that we
 _____ of _____
 having our registered office at _____ are bound unto
 _____ (hereinafter called the "Purchaser") in the sum of
 _____ for which payment will and truly be
 made to the said Purchaser, the Bank binds itself, its successors and assigns by
 these presents. Sealed with the Common Seal of the said Bank this
 _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by 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.

ANNEXURE 11**BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Job Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

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

We _____(Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ____(date)_____. We shall be discharged from all liability under this guarantee thereafter. We _____(bank)_____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs._____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the geniuses and authenticity of the Bank Guarantee.

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

Name and designation of the officer

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

ANNEXURE - 12

**MADRAS FERTILIZERS LIMITED
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 a. NAME			b.Designation :	
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	GST 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 Job Order No.	
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RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds
IFSC- Indian Financial System Code.Transfer

ANNEXURE - 13

1076

MANDATE FORM
Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS)
Facility for receiving payments

A. Details of Accounts Holders :-

Name of Account Holder	MADRAS FERTILIZERS LIMITED
Complete Contact Address	MANALI, CHENNAI - 600 068
Telephone Number / Fax / Email	9884172251 / ins@madrasfert.co.in

B. Bank Accounts Details :-

Bank Name	STATE BANK OF INDIA
Branch Name with Complete Address, Telephone No. and Email	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI - 600 001
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	SBIN0007347
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB / Current / Cash Credit)	CC ACCOUNT
Complete Bank Account No. (Latest)	10242276424
MICR Code of Bank	600002014

Date of effect :-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date : 11-09-2015

V. Muralidharan
Authorised Signatory
 V. MURALIDHARAN
 General Manager - Finance & Accounts
 MADRAS FERTILIZERS LIMITED
 Manali, Chennai - 600 068

Certified that the particulars furnished above are correct as per our records.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
 सहा. महाप्रबंधक / Assistant General Manager
 वाणिज्यिक शाखा, चेन्नै / Commercial Branch, Chennai-1

(Bank's Stamp)

Date : 11-09-2015

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up-gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.



भारतीय स्टेट बैंक
State Bank Of India
(07347)-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY
D D M M Y Y Y Y

PAY

को या उनके आदेश पर OR ORDER

रुपये RUPEES

अदा करे ₹

आ. सं. /
A/C No. 10242276424

VALID FOR Rs. 50,000 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :
0523600002

AUTHORISED SIGNATORIES

Please sign above

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

183179 600002011 000205 30

ANNEXURE – 14**GENERAL INSTRUCTIONS TO TENDERERS**

1.0 Place of work:

The Contractor shall be responsible for "STRENGTHENING OF REACTOR SUPERSTRUCTURE." in Madras Fertilizers Plant Site at Manali, Chennai 600 068.

2.0 Brief Description of Work:

"STRENGTHENING OF REACTOR SUPERSTRUCTURE." at Madras Fertilizers Ltd., Manali, Chennai 600 068.

3.0 Rates:

3.1 The tenderers shall quote rate (in both figures and words) in the Price bid format, furnished as Annexure-4, inclusive of Service Tax.

3.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Maint., or his nominee.

3.3 The rates quoted shall be valid till the job is completed.

3.4 Tenderers are advised to quote rates inclusive of service tax.

3.5 Tenderers are requested to quote their most competitive rates keeping the above criteria.

4.0 **Basis of arriving at L1 Tenderer:**

The L1 Tenderer will be decided as per Annexure - 4- Rate Schedule.

5.0 **Split up of Jobs**

100% of the jobs will be given to the L1/R1 tenderer

6.0 **Signing the tender and documents:**

6.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.

6.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.

- 6.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.
- 6.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 6.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 6.6 In the case of a 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.

7.0 Information about tenderers :

- 7.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid – Annexure 10
- 7.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- 7.3 The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- 7.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

8.0 Opening and Acceptance of Tender:

- 8.1 Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- 8.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with any or all the tenderers, per CVC guidelines.

- 8.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of The Deputy General Manager – Maint.
- 8.4 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so
- 8.5 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent. The successful tenderer should submit the Security Deposit as per Annexure-7.

9.0 General:

- 9.1 THE COMPANY RESERVES THE RIGHT TO REJECT ANY OR ALL THE TENDERS AND DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER.
- 9.2 CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.

* * *