

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

NOTICE INVITING TENDER FOR

WAGON SEALING AND VACUUM RELEASING CONTRACT - 2018-19

E-TENDER No: ESER/M&D/WAGON SEALING/301117/028 Dated.10.11.2017

SUMMARY

Online bids are invited from financially sound and experienced Contractors having Office in and around Chennai to undertake the sealing of wagons and releasing the vacuum in wagons at Madras Fertilizers Limited Siding, Manali, Chennai - 600 068, for a period of one year from the date of contract or such later date as may be decided upon mutually.

Vendors interested to quote may visit <http://eprocure.gov.in/eprocure/app> or “Tenders” – “e-tenders” in the website www.madrasfert.nic.in to submit online bids. Instructions for applying e-Tendering and to download / upload the tender documents are given in **Annexure - I**.

For any clarification, please communicate to the following:

e-Procurement Cell e-mail id & Contact	epro@madrasfert.co.in ; epro1@madrasfert.co.in ; AM Sridhar – 044- 25945318/25941261
User Department e-mail id & Contact	cmmktg@madrasfert.co.in ; K V Murali Krishna – 044-25945242, 25945253. FAX : 25941862

Description : Wagon Sealing and Vacuum Releasing Contract – 2018-19	
No. of Wagons (approx.)	7035
Estimated Value of Tender	Rs 4,71,345/=
Nature of Bidding	Two Part Bidding : 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	10.11.2017
Clarification	10.11.2017
Short Fall Technical Document	On need basis.
Due date & Time of submission (Electronic bid to be submitted in e-Tender website)	30.11.2017 @ 16.00 Hrs.
Technical Bid Opening Date& Time	01.12.2017 @ 14.00 Hrs.

Cont...d

Bid Submission	Two Separate on-line bids (1)Techno-Commercial Bid; and (2)Price Bid To be submitted on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in seriatim Techno-commercial bid and Price bid
Bid Validity	90 days from the date of opening Techno-commercial bid.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated
EMD	Not Applicable.
Security Deposit (SD)	5% of the Contract Value
Mode of Payment for SD	By Demand Draft drawn in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (BG) or thru RTGS.
Payment Term	30 days from the date of receipt of bills thereof by MFL.
Contract Period	One year from the date of agreement with a provision for extension of contract for a further period not exceeding one year with mutual consent at the same rates, terms and conditions.
Bid Evaluation Basis	Techno-Commercially qualified L1 basis.
Reverse Auction	Required.

DY. GENERAL MANAGER (MARKETING & DISTRIBUTION)
MADRAS FERTILIZERS LTD
MANALI, CHENNAI - 600 068

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MFL MANUAL ON CONTRACTING/ PROCUREMENT SYSTEM, CLAUSE 4.1.1 stipulates under the following circumstances, vendors / contractors may be put on the ‘holiday list’:-

- a) In case of poor performance with respect to delivery schedule, quality and workmanship.*
- b) In case of problems such as labour, financial, legal etc.*
- c) Litigation including arbitration proceedings against or by the vendor, which is likely to have an adverse impact on the organization, till the dispute is settled.*

Hence the quotes, if any, received from the parties who are placed on the ‘holiday list’ will not be considered as per the MFL MOCPS Policy.

MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason.

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.
 - 1.1.1 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available. 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 experience certificates, evidence of transportation / quantity and other relevant documents etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
 - 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
 - 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
 - 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .doc/.txt/.pdf /.xls /.dwg formats only.
 - 1.1.8 It is construed that the bidder has read all the terms and conditions before submitting their offer.
 - 1.1.9 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.
 - 1.1.10 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.
 - 1.1.11 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.
 - 1.1.12 The tendering system will give a successful bid updating 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.

- 1.1.13 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.
- 1.1.14 Bidder should log into the site well in advance for bid submission so that he/she 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.
- 1.1.15 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.
- 1.1.16 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.
- 1.1.17 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.
- 1.1.18 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.
- 1.1.19 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.
- 1.1.20 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).
- 1.1.21 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.
- 1.1.22 **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.**
- 1.1.23 **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.**
- 1.1.24 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.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1.0 Nature of Job

1.1 The contractor shall carry out the sealing of wagon and releasing of vacuum in wagons whenever wagons are placed and loading is completed in each shift at M/s Madras Fertilizers Limited Siding.

1.2 The shift time shall be as follows :

I Shift	..	0600 to 1400 hrs
II Shift	..	1400 to 2200 hrs.
III Shift	..	2200 to 0600 hrs

1.3 The contractor shall ensure sealing/vacuum releasing activities in each shift as per 1.2.

2.0 Activities to be performed

2.1 The contractor shall report to the Additional Manager – Transportation shift at the following timings.

I shift	0530 hrs
II shift	1330 hrs
III shift	2130 hrs

2.2 The Additional Manager - Shift shall advise the contractor to report to the Railway Clerk-in-charge of each shift at the Siding.

2.3 The Additional Manager (Shift) / Clerk-in-charge Railway Siding shall assign the work as indicated.

2.3.1 As soon as the Railway wagons enter the loading docks of MFL Siding, contractor shall ensure releasing of the vacuum enabling the empty wagons for free movement and opening of wagon doors.

2.3.2 The contractor shall put the flap doors at the platform side.

2.3.3 The contractor shall open the offside vertical wagon door

2.3.4 The contractor shall paste inside the wagon the 'Paste on Label'.

2.3.5 The contractor shall fix the Side Card at the Side Card Box of the wagon.

- 2.3.6 As soon as loading is completed, the contractor shall close the wagons doors on both sides and shall rivet the wagon doors on both sides under the supervision of the Railway Clerk.
- 2.3.7 All loaded wagons should be riveted by means of rivet passed thru the hole in the cotter after the later has been placed in position to secure the doors. The rivet should be inserted in the cotter with its head nearest to the riveter so that the shank to be bent over on the inside of the cotter and next to the wagon. The shank must be bent to the full extent to prevent the rivet being straightened and extracted.
- Bolt and Nut shall also be fixed to the wagon doors in addition to riveting.
- 2.3.8 The contractor shall tie the 'Tag Card' and shall seal it under supervision of Railway Officials
- 2.3.9 The contractor shall fix the tarred gunny strips at the wagon doors and close the wagons.
- 2.4.0 The contractor shall ensure closing of doors in loaded wagons and riveting of all the doors of loaded wagons.
- 3.0 The Contractor shall inform to the Additional Manager - shift that all jobs as per clause 2.3.1 to 2.4.0 are completed.
- 3.1 If the job is not completed to the satisfaction of the Clerk-in-charge, TNFS, the same will be referred to the contractor and the contractor must again do the job to the satisfaction of the Clerk-in-Charge, TNFS/ Additional Manager (Transportation), Shift.
- 4.0 The contractor shall ensure proper closing of doors and sealing of all loaded wagons and shall report the status to shift officials before the wagons are moved out of the loading dock.
- 4.1 In case of any failure, negligence or refusal on the part of the Contractor to complete the job within the specified time, the Company will impose penalty as follows for any shortfall in fulfilling the commitment :
- * for the wagons loaded and not sealed – Rs.30/- per wagon
 - * for the wagons remaining unopened for loading – Rs.10/- per wagon
 - * for the wagons for which vacuum not released – Rs.10/- per wagon

- 4.2 Apart from the materials supplied by MFL as listed below, the contractor has to arrange certain other materials to execute the work/job. The contractor is responsible for up keeping the cleanliness of the room wherein, the materials are stored.

Materials to be provided by MFL	Materials to be brought by Contractor besides Labour
Gunny Strips	Spanner
Sealing tape, Rivets, Bolt & Nut	Crow Bar
Seal Card	Chisel
Wagon Bracket label	Riveting Rod
Sealing wax	Hammer etc.
Kerosene/Diesel for sealing lamp	
Lamp (Railway provided)	
Ladder	

PRE-QUALIFICATION CRITERIA

- 1.0 The tenderer must have one year experience in sealing of wagons as a contractor for sealing of wagons to a company (or) as a sub-contractor for sealing of wagons (or) as an individual having experience in wagon sealing.

Sufficient proof for experience in wagon sealing is to be enclosed. Certificate from a company as a contractor for sealing of wagons (or) Certificate from a wagon sealing contractor in a company to be produced.

- 2.0 Tenderers not fulfilling 1.0 will not be considered
- 3.0 Partnership firms having common partners will be treated as one tenderer.
- 4.0 The bidders shall obtain separate code for ESI / PF etc. for their workers and produce the evidence while applying for e-Tender.
- 4.1 If not so, declaration should be submitted / uploaded, stating that evidence for obtaining ESI/PF etc. to be produced within 30 days from the date of Award of Contract.
- 5.0 **Parties who are placed on the “Holiday List” are advised not to submit the tender. Even if they send their quote, it will not be considered per procedure.**

TECHNO-COMMERCIAL DOCUMENT

Name of the Tenderer	
Address	
Contract Period	One year from the date of agreement with a provision for extension of contract for a further period not exceeding one year at the same rates, terms and conditions.
Offer Validity	90 days from the date of opening of bids
Acceptance to give 5% Security Deposit in the event of intimation of selection/ award of work	Yes
Acceptance for penalty as per NIT	Yes
Payment Term	30 days from the date of receipt of bills thereof by MFL.
Payment Mode	RTGS/NEFT
Acceptance to receive payment only for the actual no. of wagons.	Yes
Deduction of IT	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 :

SCHEDULE OF RATES / BILL OF QUANTITY (BOQ)

Name of the contractor :

Contract period :

Details of work	Rate (Rs./Wagon)	
	In Figures	In Words
Opening of wagon flap doors, vertical doors, fixing the side card, pasting of labels inside the wagon, applying tarred gunny strips at the wagon doors, closing the flap and vertical doors, tying seal card/tag card, and riveting of wagons and fixing of bolt and nut to the wagon doors and any other work relating to sealing of wagon and releasing the vacuum in all the wagons.		
Total		

Note: 1 Exclusive of GST.

2.The rates should be indicated only in the price bid(BOQ) Excel Formt.

TERMS AND CONDITIONS, GENERAL INSTRUCTIONS

1.0 Definition :

- 1.1 The Term `Contract' shall mean and include the entire Tender comprising NIT with appendices and documents attached and the agreement signed by the contractor and MFL and any other amendments made thereof.
- 1.2 MFL shall mean and include "MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI 600 068 or any of its authorized officers.
- 1.3 The `Contractor' shall mean and include all those represented by any such person(s) who enter into agreement with MFL, his/their heirs, executors, administrators, successors and his/their permitted assignees, as the case may be.
- 1.4 The `Services' shall mean and include all items of work listed under Duties and Responsibilities of the Contractor and/or any other item of work not specified but consistent with General Terms and Conditions of the contract and entrusted by MFL.
- 1.5 The term `Contract Rates' shall mean the rates of payment agreed between the parties.
- 1.6 `Company Representatives' shall mean the General Manager (M&D), Dy. General Manager (M&D), Manager (Transportation) and or any other persons duly authorised for this purpose.
- 1.7 `MFL Siding, Manali' means and includes all loading points as decided by MFL within MFL Plant premises.
- 1.8 `DAY' shall mean MFL accounting duration of 24 hours, from 0600 hrs of a given day to 0600 hrs of the following day.
- 1.8.1 First shift .. 0600 - 1400 hrs
Second shift .. 1400 - 2200 hrs
Third shift .. 2200 - 0600 hrs
- 1.9 `WEEK' shall mean consecutive 7 (Seven) days as defined in 1.8.
- 1.9.1 `Month' shall mean the period from 0600 hrs on first of a given month to 0600 hrs on first of the following month.
- 1.9.2 `QUARTER' shall mean a period of 3 months commencing from the first full calendar month of the contract.

2.0 Object of the Contract :

- 2.1 The contractor shall render all services given under "Duties and Responsibilities of Contractors" in NIT and at the schedule of rates as and when required by MFL together with such additional, auxiliary and incidental duties, services and operations as may be indicated by MFL and are consistent with those terms and conditions. These services shall be carried out promptly, efficiently and safely by the contractor without causing any loss or damage to the product/property or reputation of MFL. MFL on its part, shall compensate the contractor, in consideration of the services rendered at the contract rates or at the mutually agreed rates for items not covered under the contract.
- 2.2 In the event of any doubt as to the interpretation of any of the clauses contained, the interpretation or clarification provided by the Company shall prevail and shall be final and binding.

3.0 Constitution of the Contractor :

- 3.1 The Contractor shall give full details of his business constitution. He shall ensure that the information given is complete, correct and clear and the contractor shall not change the composition during the existence of the contract without prior approval of Madras Fertilizers Limited. Any change in the composition of the contractor like death / resignation shall be notified within 24 hrs of such change /happenings by registered letter to the Dy. General Manager- M&D, Madras Fertilizers Limited, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 3.2 The contractors shall produce the original Power of Attorney granted in favour of the signatory of the Tender and the Partnership Deed.
- 3.3 In the event of any dispute among the partners, legal or other proceedings, MFL reserves the right and take such action, as it deems fit including termination of the contract, withholding payments due to the contractors.

4.0 Liability for Personnel and Property :

- 4.1 The Contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act per Central Government Notification, ESI Act, 1948 /Payment of wages Act, 1936, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958, Child Labour (Prohibition & Regulation) Act 1986, Service Tax Act and any other law applicable to the Contract workmen of the State concerned and as amended from time to time. The contractor shall obtain separate code for ESI / PF etc. As mandatory, No Due Certificate from ESI, PF, Service Tax authorities may be obtained. If not applicable, self declaration to be submitted by the contractor.

- 4.2 The Contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed 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, Madras Fertilizers Limited 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 Madras Fertilizers Limited to the Contractor or in the absence of the same as debt due to Madras Fertilizers Limited by the Contractor.
- 4.3 In respect of personal injuries arising out during the tenure of the agreement through the act of contractors or his representatives, servants and employees or agents whether due to any negligence or otherwise in carrying out any of the provisions of this contract, the contractor shall hold the company indemnified against any claim, loss or injury caused to any third party through the acts of omissions of contractors/ his servants, employees and agents. This indemnity shall be in addition to and not in lieu of any indemnity to which, the company is entitled to under the law.
- 4.4 The Contractor shall, whenever required by the Company or Government Officials authorised under the statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 4.5 Smoking inside the factory premises/plant godowns is very dangerous and prohibited. While executing the work, the Contractor shall ensure that all the company's rules and regulations regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his employees.
- 4.6 The contractor shall be responsible for obtaining the Entry Pass from the Security Officer, MFL. The Contractor shall be liable to pay Rs.100/- for replacement of each Entry Pass lost by his workmen.
- 4.7 All persons employed by the contractor shall be engaged as his own employees in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act or Employees Provident Fund act or Employees State Insurance Act or any other similar enactment as applicable in respect of all such personnel shall be that of the contractor.
- 4.8 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 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.

- 4.9 The contractor shall provide their 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 the safety regulations during operations, the necessary appliances will be provided to the workmen and the cost deducted from the contractor's bills. Further, in such cases, the contractor will be levied penalty as deemed fit by the company.

5.0 Period of Contract

The contract shall remain in force for a period of one year from the date of award of contract.

MFL reserves the right to extend the validity of contract for a further period not exceeding one year with mutual consent at the same rates and terms and conditions, provided there has been no down-ward trend of prices in respect of services covered in the rate contract.

MFL shall have the right to terminate the contract by giving 30 days notice in writing to the **contractor**. In case the contractor wants to withdraws from the contract in the middle of agreement period at their own, the contractor shall be liable to compensate to MFL for all costs, expenses or losses if any incurred by MFL on this account for the balance period, besides forfeiture of Security Deposit

6.0 Summary Termination :

MFL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging the services under the contract or breach or in the event of his becoming insolvent or going into liquidation The decision of MFL about the failure/ breach on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

MFL reserves the right to terminate the contract at any time during its currency without assigning any reason therefor and the contractor shall not be entitled to any compensation by reason of such termination. The action of the Dy. General Manager (M&D), MFL under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

In the event of any failure / breach on the part of the contractor or the contractor withdraws from the contract at his own, MFL shall have the right without prejudice to any other rights/ remedies to get the work done through any other agency and the contractor shall be liable to compensate MFL for all costs, expenses or losses, if any, incurred by MFL on this account besides forfeiture of Security Deposit.

7.0 Security Deposit :

- 7.1 Successful Tenderer shall furnish 5% of the total contract value as Security Deposit either by DD in favour of "Madras Fertilizers Limited" or thru RTGS or in the form of a Bank Guarantee as per Proforma (**Appendix - VIII**) attached within 15 days from the date of award of the contract.

Security Deposit through BG shall be valid for the contract period plus 60 days.

Where the Security Deposit is submitted by means of Bank Guarantee, the independent confirmation for having issued the Bank Guarantee should be sent immediately by the Bank, directly to Dy. General Manager (M&D), MFL, Manali, Chennai 600 068.

- 7.2 No interest shall be paid on the Security Deposit.
- 7.3 Failure to pay the security deposit within the stipulated time shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
- 7.4 The Security Deposit shall be refunded within a reasonable time after the date of expiry of the Contract subject to the Contractor carrying out all obligations / operations as required under the contract.
- 7.5 MFL reserves the right to forfeit, 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 failures / breach on the part of the contractor or due to termination of contract or the contractor becoming disqualified because of liquidation/insolvency or breach or change of composition or the contractor withdraws from the contract at his own request, within 6 months from the date of award of the contract.

The decision of MFL in respect of such losses, damages, charges, expenses or costs & failure / breach shall be final and binding on the contractor(s) and shall not be called into question. The recovery shall be made from security deposit/ bills.

- 7.6 Whenever the security deposit falls short of the specified amount consequent to any adjustment towards shortages/damages/losses etc., 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
- 7.7 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 than 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 with the applicable rate of interest for belated payment.

8.0 Volume of Work:

The company does not guarantee any definite volume of work at any time during the currency of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand the work relating to all or any item(s) thereof and to be necessarily or exclusively entrusted to him.

9.0 Methodology of Selection of L1

The lowest rate quoted shall be considered as L1 as illustrated below

Rate (Rs./ Wagon)			
Party A	Party B	Party C	Party D
72.00	80.00	60.00	85.00

From the above illustration, rate quoted by party C is the lowest and shall be treated as L1.

9.1 REVERSE AUCTION

MFL will conduct Reverse Auction and it will be conveyed to the short listed bidders.

10.0 Remuneration

The contractor shall be paid remuneration in respect of the services described in Duties and Responsibilities of the Contractors rendered by him at the contracted rates.

- 10.1 The contractor shall submit the bill with supporting documents in the prescribed form and manner within 30 days of the work/services done. The bills shall be submitted to The Dy. General Manager (M&D), Madras Fertilizers Limited, Chennai 600 068. Payment of the bills will be made by the Finance & Accounts Group of Madras Fertilizers Limited as soon as possible in 30 days from the date of receipt thereof by Madras Fertilizers Limited. Should, however, payment be delayed beyond the period mentioned above, due to any reason, it will not vitiate other terms of the contract nor will give any right to the contractor to suspend work under the contract. The contractor shall not be entitled to any interest on the amount of the bills.

11.0 Delays, Strike, etc.

Strikes by the contractor's labourers owing to any dispute with the contractor pertaining to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the performance of contractor during such period shall be included for the purpose of evaluation.

12.0 Laws governing the Contract

- 12.1 The contract will be governed by the Laws in India for the time being in force and amended or made from time to time and the jurisdiction of the court shall be that of the place where the Registered Office of MFL is situated.
- 12.2 The contractor shall follow and comply with all statutory rules and regulations applicable from time to time and shall be solely responsible for any breaches thereof and for any payment to be made thereunder.

- 12.3 The contractor shall hold the company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act and any statutory modifications thereof and the expenses to which the Company shall be put to thereunder in respect of personal injuries arising out of or occasioned during the currency of the contract, through the acts of contractors and/or contractor's representative, servants and employees and also in respect of injuries (within the meaning of the said Act) to Company's servants and employees arising out or occasioned through the acts of omissions, whether due to negligence or otherwise of contractor's servants and employees in carrying out any of the provisions of this contract.
- 12.4 The contractor shall also hold the Company indemnified against any claim, loss or injury caused to any third party through the acts of omissions of contractor(s) or his/their servants, employees and agents. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled to under law.
- 12.5 The contractor shall undertake to indemnify the Company against consequences arising out of the contractor's violation or non-adherence of rules and regulations of Municipal / State/ Central Government.

13.0 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"

14.0 Subletting and Transfer

- 14.1 The contractor shall be solely responsible for rendering the services as prescribed in the contract. He shall not sublet/transfer/assign the contract or any part thereof to others. All his dealings with third parties shall be as between two principals without any reference in any way to MFL. Contractors shall also undertake to make third parties fully aware of the position aforesaid.
- 15.0 The tender duly filled in all respects in English shall be signed on all pages by the tenderer(s) as token of acceptance of the contents therein.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful tenderer shall have to furnish Security Deposit (SD) an amount equivalent to 5% of contract value within 15 days from the date of intimation of his/ her selection and enter into an agreement. Security deposit may be either in the form of Demand Draft drawn in favour of Madras Fertilizers Ltd., payable at Chennai or BG in the approved format (**Annexure – VIII**) with a validity of 60 days beyond the contract period. Independent confirmation for having issued the BG by the concerned bankers should be sent immediately, directly to DGM – M&D, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all the obligations / operations as required under the contract.
- ❖ 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.

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, damages, charges, expenses, cost 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 change of composition or the contractor withdraws from the contract at his own request, immediately after the award of the contract (i.e. Within 3 months). 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 shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever SD falls short of specified amount, the contractor shall make good the deficit in cash within 7 days from the date of receipt of intimation from the company so that the total amount of SD 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.

Bank Guarantee Format for furnishing Security Deposit

To : Madras Fertilizers Limited

WHEREAS..... (Name and address of the Contractor)
(Hereinafter called "the Contractor") has undertaken, in pursuance of contract
No..... dated to service (Description of
services) (Herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall
furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum
specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the 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 (amount of the
guarantee in words and figures), and we undertake to pay you, upon your first written demand
declaring the Contractor 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 Contractor shall in any way release us from any liability under this guarantee
and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the 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 Bank

MADRAS FERTILIZERS LIMITED

BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT

<i>REQUIRED DETAILS</i>	<i>TO BE FURNISHED BY THE TENDERER</i>	
NAME		
ADDRESS		
TELEPHONE NO.		FAX No.
EMAIL ID		
CONTACT PERSONS'S NAME		Designation :
MOBILE NO.		
COMPANY'S EMAIL ID		
COMPANY'S PAN NO.		
BANK ACCOUNT NO.		
TYPE OF ACCOUNT	Saving Acct / Current Acct (Strike out which is not applicable)	
BANK NAME		
BANK ADDRESS / PHONE NO.		
BANK CODE (MICR) NO.		
GRPT CODE		
NEFT CODE		
RTGS CODE		
IFSC CODE		

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:

RTGS-Real Time Gross Settlement Code, NEFT-National Electronic Funds Transfer IFSC-Indian Financial System Code. **(A blank & cancelled Cheque is to be enclosed).**

RTGS DETAILS (MFL)

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

- If EMD payment is made through RTGS mode, poof of the same has to be uploaded in the Bid submission Format.

INFORMATION ABOUT THE TENDERER:

- 1.0 Name and address of the Tenderer :
- 2.0 Address of Registered Office/Head Office : Address Tel
- Office at Chennai :
- 3.0 Composition of Tenderer :
- Proprietorship :
- Partnership :
- Limited Company :
- Hindu Jt. Family Business :
- 4.0 Date of Registration. :
(enclose copy of Registration Certificate)
- 5.0 Name of Proprietor / Partners / : 1.
Directors, as the case may be 2.
3.
4.
5.
- 6.0 Name of the person authorized to sign the :
Tender & Related documents
(enclose Power of Attorney /
Letter of Authority)
- 7.0 Name and designation of the person with :
whom company may correspond

8.0 Nature of normal business of the tenderer :
and total value of all business for the past
3 years.

Sl. No.	Type or name of business	Value of Business (Rs)			
		2014-15	2015-16	2016-17	Total
Grand Total					

9.0 Experience in sealing of wagons for one year.
[enclose Certificate from a company as a contractor for sealing of wagons (or)
Certificate from a wagon sealing contractor in a company]

10.0 Name of the Bank and branch with :
which, tenderer has dealings and the
limits sanctioned, if any.

11.0 Bank Account details (for effecting all payments thru e-mode).

11.1 Bank Name :

11.2 Account Number :

11.3 Account Type :

11.4 Name of the Branch :
with Address

11.5 PIN Code :

11.6 IFS code :
(a blank cancelled cheque
is to be enclosed)

12.0 Income tax demanded & paid for :

Financial Year	Demanded (Rs)	Paid (Rs)
2016-2017		
2015-2016		
2014-2015		

13.0 ESI Code No :

14.0 PF Code No :

15.0 PAN NO :
(copy to be enclosed)

16.0 GST Details :
Registration No. & Date (copy to be enclosed).
Provide details of all business and total
value for the past 3 years.

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

Place :
Date :

Signature of Tenderer
Name & Capacity in which signing

Office Seal:

Note : Enclosures wherever required should be furnished. Tenders not accompanied with the required documents shall be liable for rejection.

AGREEMENT

Agreement made this between MADRAS FERTILIZERS LIMITED
MANALI, Chennai 600 068 (hereinafter called the `Company' of the one part)

AND

M/s (Hereinafter called `Contractor' of the other part)

1.0 Object of the Agreement

The Company has accepted and selected the Contractor on piecemeal rates for sealing of wagons and releasing of vacuum in wagons based on his qualification and quotation contained in Tender No. **E-TENDER No: ESER/M&D/WAGON SEALING/_____/___ Dated._____** (hereinafter called Tender)

The Contractor having thoroughly understood the details of Tender willingly agreed to render any or all the services listed in the Tender promptly and efficiently to the best satisfaction of the Company as per the terms and conditions specified in the said Tender; and the Company on its part has agreed to compensate the Contractor in consideration of the services at the contracted rates mutually agreed and appended to this agreement.

2.0 It is agreed between the Company and the Contractor that Tender submitted by the Contractor with all its changes, additions, deletions, alterations, modifications, etc., resulting from discussions between the Contractor and the Company as mutually agreed to, shall form part and parcel of this agreement.

3.0 It is agreed that while performance of the Contract shall be in pursuance of the terms & conditions contained in Tender, forming part and parcel of this agreement, the following are particularly and specifically agreed to between the parties:

3.1 MFL shall have the absolute right to appoint one or more contractors for the services mentioned in the tender at identical or at different rates and to divide the work between such contractors in any manner.

3.2 The contractor shall be available for each shift under this agreement within specified time and report to the Additional Manager –(Transportation) Shift

- I Shift0530 hrs
- II Shift.....1330 hrs
- III Shift.....2130 hrs

3.3 In the event of any failure on the part of the contractor, Madras Fertilizers Limited shall have the right without prejudice to any other right/remedies, to get the work done through other agency and the contractor shall be liable to compensate Madras Fertilizers Limited for all extra costs, expenses or losses if any, incurred by Madras Fertilizers Limited on this account.

3.4 In case of any failure, negligence or refusal on the part of the Contractor to complete the job within the specified time, the Company will impose penalty as follows for any shortfall in fulfilling the commitment :

- * for the wagons loaded and not sealed - Rs.30/- per wagon
- * for the wagons remaining unopened for loading – Rs.10/- per wagon
- * for the wagons for which vacuum not released Rs.10/- per wagon

3.5 The Company reserves the right to evaluate the performance under Clause 3.4 above on weekly/ monthly basis at its discretion and the Company's decision in this regard shall be final.

3.6 The contract shall remain in force for a period of one year from _____ and upto _____.

MFL reserves the right to extend the validity of contract for a further period not exceeding one year with mutual consent at the same rates and terms and conditions.

MFL shall have the right to terminate the contract by giving 30 days notice in writing to the **contractor**. In case the contractor wants to withdraws from the contract in the middle of agreement period at their own, the contractor shall be liable to compensate to MFL for all costs, expenses or losses if any incurred by MFL on this account for the balance period, besides forfeiture of Security Deposit

3.7 **Summary Termination**

MFL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging the services under the contract or breach or in the event of his becoming insolvent or going into liquidation The decision of MFL about the failure/ breach on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

MFL reserves the right to terminate the contract at any time during its currency without assigning any reason therefor and the contractor shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Marketing & Distribution), MFL under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

In the event of any failure / breach on the part of the contractor or the contractor withdraws from the contract at his own, MFL shall have the right without prejudice to any other rights / remedies to get the work done through any other agency and the contractor shall be liable to compensate MFL for all costs, expenses or losses if any, incurred by MFL on this account besides forfeiture of Security Deposit.

4.0 **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”

4.1 **Laws governing the contract**

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

5.0 The tender documents No. **E-TENDER No: ESER/M&D/WAGON SEALING/ _____ / _____**
Dated _____ relating to this agreement shall form part and parcel of this agreement.

5.1 In witness whereof this agreement is executed this day, month and year first above written by the General Manager (M&D) for and on behalf of the Company and by ----- for and on behalf of the Contractor.

WITNESS

Signed by (1)
General Manager (M&D)
for MADRAS FERTILIZERS LIMITED

WITNESS

Signed by (2)
for CONTRACTOR

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 (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax 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.
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 <mention tender reference>
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

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.

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.
- 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.**

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.

Annex-I

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)
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.

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- II) 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.

Annex- II

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: <mention date>

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

Dear Sir,

Reverse Auction for<mention tender description here>

(MFL tender ref:<tender no>)

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.

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 :

Post Bid Document

Annex III

ARD Ref No: MFL/RA/

Date: <mention date>

To

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

Sub: Final price quoted during online reverse auction conducted on March 31, 2016 and price break up-of <tender descrpn>(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.

Kindly fill up the detailed workings in the below annexure, duly sign by the authorized and forward the same to MFL after completion of e-reverse Auction.

epro@madrasfert.co.in / epro1@madrasfert.co.in / cmfin@madrasfert.co.in .

<Include PRICE BID FORMAT>

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

Yours sincerely,

Company: For M/s

Contact Name:

Date:

Seal:

14. **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.
15. **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.
16. **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
17. **AUCTION TYPE:**
 - 1) Online Sealed bid.
 - 2) English Reverse Auction No Ties. (Refer Bidder Manual for details)
18. **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)

Cont...d

19. **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.
20. **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.
21. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
22. **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.
23. **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.

24. 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 Bob-tech** 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.
- **Bob-tech** 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.

25. All the Bidders are required to submit the Agreement Form (Annexure- II) 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).
26. 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.

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/16-17/0

Date:

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

Dear Sir,

Reverse Auction for; (MFL reference e-Tender No: _____ 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:

7. 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.
8. 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.
9. 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 (vice versa).
10. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
11. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
12. We are aware that Buyer (MFL) and can accept or reject any of our bids without assigning any reasons whatsoever.

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 honor our online bid(s), which is legally binding on us.

Signature :
Designation:

Company Stamp/Seal Name:

Post Bid Document

ARD Ref No: MFL/RA/16-17/0

Date:

To :

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

Sub: Final price quoted during online reverse auction conducted on _____

E - TENDER No:

(This sheet should be printed on the Letter head of the bidder duly stamped and signed by the authorized signatories and should be sent to the service provider within 24 hrs. from the completion of auction).

Dear Sir,

We confirm that we have quoted as final cost of Rs._____. (Price quoted on Total Cost to MFL basis) as our final landed price during the Reverse Auction conducted today.
