

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

**NOTICE INVITING TENDER
FOR
"SUPPLY OF LABOUR FOR HOUSEKEEPING SERVICES IN MFL DURING
2017 – 2018"**

TENDER No.ESER/P&A/HOUSEKEEPING/041217/037 dated 14.11.2017

SUMMARY

Online bids are invited for **"SUPPLY OF LABOUR FOR HOUSEKEEPING SERVICES IN MFL DURING 2017 – 2018"** with Fixed Bill Of Quote (BOQ). Bidders who are interested to submit bids may visit MFL Website www.madrasfert.nic.in ("Tenders"- "e-tenders") or Central Public Procurement web www.eprocure.gov.in/eprocure/app. Instructions for applying e-tendering are given in Annexure – 1.

For any clarifications, please communicate to the following:

e-procurement Cell : epro@madrasfert.co.in / epro1@madrasfert.co.in
Phone : Mr A M Sridhar - 044 25945318 / 25941261
User Contact Detail: trans@madrasfert.co.in
Mr A Murugesan - 044-25945219/9445815443

Description of work:	Supply of Labour for Housekeeping Services in MFL, Manali, Chennai - 68
Estimated Value of Tender	₹ 74.45 Lakhs
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	14.11.2017
Due date & Time of submission	04.12.2017 upto 16:00 hrs.
Technical Bid Opening Date & Time	05.12.2017 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 details as per Annexure - 5 on or before the date & time meant for submission of bids
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid
Bid Validity	90 days from the due date of bid submission.
Price Bid Opening Date	Will be informed only to Techno-Commercially qualified Tenderers

EMD Amount	₹1,49,000/- (Rupees One Lakh Forty Nine 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 No. ESER/P&A/HOUSEKEEPING/041217/037 dated 14.11.2017 and the same should be addressed to GM – P&A should reach on or before 08.12.2017.
Security Deposit (SD)	5% of the Contract Value in the event of placement of Award of Contract
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee as per Annexure – 10 & 11 or thru RTGS as per Annexure – 14.
EMD BG Validity	135 days from the due date of bid submission.
Payment Term	Monthly bills on 30 days credit basis. Payment will be made on 30th day from the date of submission of bills subject to bills are in order and acceptable. All efforts will be made to make payment to the service provider on 30 th day. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, if there is no downtrend trend in rate.
Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ The price bids of techno-commercially qualified tenderers will alone be opened. Evaluation of the tender will be on overall L1 basis. ▪ Reverse Auction is must. Negotiation is applicable when there is no competitive quote in Reverse auction.
Scope of work / duties and responsibilities of the contract	Refer Annexure – 2

LIST OF ANNEXURES

Instructions for applying e-Tender	Annexure 1	Page No.4
Scope / Description of Work	Annexure 2	Page No.7
Pre-Qualification Criteria	Annexure 3	Page No.11
Techno-commercial Bid Format	Annexure 4	Page No.12
Price Bid Format	Annexure 5	Page No.13
EMD Terms and Conditions	Annexure 6	Page No.14
SD Terms and Conditions	Annexure 7	Page No.15
General Terms and Conditions	Annexure 8	Page No.16
Information about the tenderer	Annexure 9	Page No.27
Format for EMD BG	Annexure 10	Page No.30
Format for SD BG	Annexure 11	Page No.31
Format for RTGS	Annexure 12	Page No.32
General Terms & Conditions of Reverse Auction	Annexure 13	Page No.33
RTGS details of MFL	Annexure 14	Page No.39

Note:- The Tender document contains 40 pages. Digital signature is required on all pages by the tenderer or the authorized person to sign the tender.

**GM – P&A
MADRAS FERTILIZERS LTD
MANALI, CHENNAI 600 068**

ANNEUXRE – 1**INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER****Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)**

- 1) 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.
- 2) Bidder then needs to login to the site through their user ID / password chosen during registration.
- 3) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 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.
- 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.
- 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.
- 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.
- 8) Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 9) It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 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.
- 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.

- 12) The details of the Earnest Money Deposit document should be submitted physically to the Department 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.
- 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.
- 14) The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 15) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 16) Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 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.
- 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.
- 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.
- 20) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 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.
- 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).

- 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.
- 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.
- 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.
- 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.

ANNEXURE – 2**Scope / Description of Work**

1. Rendering all kinds of Janitorial and House Keeping Services as per specification details indicated below and other assistance as may be required at Madras Fertilizers Limited, Manali, Chennai 600 068, on all 365 days.

The shift wise requirement of workmen to carry out the work is furnished below :

Day	I Shift	II Shift	III Shift	Total manpower per day
Monday to Friday	14+1 \$	6	3	24
Saturday	8+1 \$	5	3	17
Sunday	5+1 \$	5	3	14

\$ Supervisor

2. All materials for cleaning like Phenyl, Soap Solution, Acid for cleaning, Naphthalene Balls, Broomstick, etc. will be provided by MFL.

All Safety appliances like Safety helmets, Gloves, Shoes, Goggles etc. shall be provided to the workmen by the contractor who assigns for the service.

- The tender is for supply of 24 labourers from Monday to Friday, 17 labourers on Saturdays & 14 labourers on Sundays without engagement of any overtime

DESCRIPTION OF WORK

Toilet cleaning and maintenance : 72 Nos.

Mechanized cleaning 32 Septic Tanks : 1 Septic tank per month

Cleaning of the following at the specific frequencies

1) Daily work:

Sl No	Work details
i)	Sweeping and Mopping of Floors and removal of wastage, the specific building includes the rooms there.
ii)	Towel washing
iii)	Canteen wastage to be cleaned and disposed
iv)	Paper wastage to be cleaned and disposed
v)	Cleaning of Administration, Tech. Service and Training Centre buildings surrounding, Scooter shed, Car/Bus parking area, inner and outer north gate area, etc.
vi)	Sweeping and Mopping of Floors and removal of wastage, the specific building includes the rooms there.
vii)	Towel washing
viii)	Canteen wastage to be cleaned and disposed
ix)	Paper wastage to be cleaned and disposed
x)	Cleaning of Administration, Tech. Service and Training Centre buildings surrounding, Scooter shed, Car/Bus parking area, inner and outer north gate area, etc.
xi)	Replacement of Towels at specific places (80 Nos.)

2) Weekly work:

1	Toilet Acid wash
2	Table / chairs
3	Hall
4	Floor washing Admin., Tech service, Training Centre, New Purchase Building, Society Office, Plant Control Room, Workshop and Stores

3) Fortnight work:

1	Ceiling cleaning – Security Office, Canteen, Admn., Tech Service Building, Training Centre, First Aid, New Purchase Building
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4) Monthly work:

1	Windows / Venetian Blinds
2	All Plant Switch Boards, Labour canteen
3	Cleaning of Fans, Walls and floors Dusting
4	Open / close Drainage

5) Other works :

1	Cleaning of Roads in Admn. & white washing of bricks placed on either side of the road	As and when required
2	Other cleaning / sweeping / washing / mopping work as may be assigned	Time to time

Location of Toilets

Sl.No.	Area	Nos.
1	Admin Building	12
2	First Aid Centre	2
3	Training Centre	2
4	Auditorium	1
5	Office Labour Restroom – Workshop	2
6	VIP Canteen	1
7	Time Office	1
8	North Inner (society office)	1
9	Weigh bridge (South Gate)	2
10	Driver’s Room	1
11	C Train B&S Labour	1
12	AB B&S Labour	1
13	Stores	2
14	Auto Work Shop	2
15	Canteen Workers	2
16	D M Plant	1
17	RO Plant	1
18	DG Set 1 st and Ground Floor	1
19	New Sub Station Ground and 1 st Floor	1
20	Old Sub Station	1
21	Utility Plant	1
22	Old Ammonia Ground and 1 st Floor	2
23	Urea Ground and 1 st Floor	1
24	New Ammonia Ground and 1 st Floor	1
25	Urea Rest Room	1
26	C Train	2
27	C Train Bagging	2
28	NPK AB	2
29	Raw Material	1
30	B&S - 2	2
31	CISF Barrack Ground and 1 st Floor	5
32	Lab	1
33	Tech Service Old	10
34	J A Room	1
35	Labour canteen	1
36	Loading area	1
	Total	72

Any other toilet assigned by the Management from time to time

Septic Tanks

Sl.No.	Area	Nos.
1	Admin Building	1
2	First Aid Centre, Canteen & JA Rest room	1
3	Training Centre	1
4	Auditorium	1
5	Time Office	1
6	Work Shop Rest Room	1
7	Stores	1
8	Technical Service Lab	1
9	New Purchase	1
10	Ammonia Old & New	1
11	Urea Rest Room	1
12	Urea Engineers Room	1
13	Utility	1
14	D M Plant	1
15	C Train	1
16	C Train B&S	1
17	NPK AB	1
18	Raw Material	1
19	AB B&S Engineers Room	1
20	B&S Rest room	1
21	Old Sub Station	1
22	New Sub Station	1
23	D G Set	1
24	RO Plant	1
25	Barrack	1
26	Labour Canteen	1
27	C B&S Labour	1
28	AB B&S Labour	1
29	Weigh Bridge	1
30	Auto Labour	1
31	Car Driver Room	1
32	North Gate	1
	Total	32

- Approximately Minimum 05 numbers of septic tanks require cleaning in a year.

ANNEXURE 3**PRE-QUALIFICATION CRITERIA**

- 1 Tenderers shall have a minimum of one year experience in rendering Housekeeping services in offices / industrial establishments / Hospitals / Hotels / Educational Institutions during the last four financial years i.e. 2013-14, 2014-15, 2015-16, 2016-17.
- 2 The tenderer shall have an average business turnover of minimum of Rs.23,00,000/- only (Rupees Twenty Three Lakhs only) in Housekeeping services for any one year in the last 4 financial years.
- 3 The tenderers shall have valid registration in ESI, PF, GST and PAN No.

Documents to be uploaded along with Tender

1. Performance / Experience certificates from the Service Receivers for the period worked.
2. Proof for turnover of minimum of Rs.23,00,000/- (Rupees Twenty Three Lakhs only) in Housekeeping Services alone, for a period of any one year in the last 4 financial years.
3. Documentary proof for ESI, PF, PAN No and GST
4. Banker's Solvency Certificate for an amount of Rs.24 lakhs.
5. A copy of NSIC/DGS & D/ MSME's Certificate shall be enclosed in case of seeking exemption of EMD (Per Annexure 6).
6. Tenderers who is under Holiday List / De-list or having any litigation / Previously abandoned / refused to honour the award of contract with MFL, need not to apply. Tenderer shall submit Self-declaration as given in **Annexure-9**
7. Tenderers who is under Black List in any State / Central Government or other PSUs, then they need not to apply. Tenderer shall submit Self-declaration as given in **Annexure-9**
8. Signed / scanned copies of the above documents to be uploaded as attachment
9. Bids will be rejected for non-submission of the relevant valid documents.

ANNEXURE-4**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	Rendering all kinds of House Keeping Services as in the Annexure-2 and other assistance as may be required at Madras Fertilizers Limited, Manali, Chennai 600 068. All the materials for cleaning like Phenyl, Soap Solution, Acid for cleaning, Naphthalene Balls, Broomstick, etc. will be provided by the Company.
Payment Term	Monthly bills on 30 days credit basis. Payment will be made on 30th day from the date of submission of bills subject to bills are in order and acceptable. All efforts will be made to make payment to the service provider on 30 th day. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments
Payment Mode	RTGS/NEFT
Service Period	One year from the date of commencement of contract with a provision to extend the contract for a further period of one year with the same rate, terms and conditions on mutual consent based on performance, if there is no downward trend in rate.
Service Terms & Conditions	As in the Annexure-8
Service Place	MFL Plant
Offer Validity	90 days from the date of opening of Tender
GST No.	
EMD Details (₹1,49,000/-)	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for Penalty clause as per Annexure-8 (Clause 9)	Yes
Acceptance to receive payment for actual calculation made by MFL.	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE – 5

**PRICE BID FORMAT
HOUSEKEEPING SERVICES 2017-18
(Monthly basis)**

	Details	Amount (Rs.)
A	Minimum wages per manday	536.00
B	No. of contract labour / month - 657	---
A	a*b	352152.00
C	Employer's ESI contribution - 4.75%	16727.00
D	Employer's PF contribution 13.16 %	46343.00
E	Statutory Bonus	29334.00
F	Annual leave with wages (@ 15 days p.a.)	18341.00
G	Paid Holidays (@ 9 days p.a.)	11005.00
H	Helmet /Shoes etc.,	4120.00
B	(c to h)	125871.00
C	Sub Total (A+B)	478023.00
D	Administrative charges (Rs./Month)	DO NOT QUOTE PRICE IN THIS HARDCOPY FORMAT
	TOTAL	

During the course of contract period, any revision like Basic / DA / BONUS/ GST etc., notified by the GOI, the same will be paid by MFL

INSTRUCTIONS :

- 1 The tenderer shall quote only the Administrative charges, otherwise the bid will be rejected. Based on the amount of administrative charges, the rates in the Quoted Rate per Month column will be automatically worked out and displayed with total value.
- 2 The components under the Price Bid Format are fixed one
- 3 Rates quoted shall be inclusive of all statutory levies, excluding GST.
- 4 Payment of GST will be paid by MFL.
- 5 Bidders should ensure that prices should not be indicated anywhere other than price bid format.
- 6 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. The Contractor shall pay minimum wages to contract workers as prescribed by Government of India (GOI).
- 7 The administrative charges quoted by the tenderer is fixed one through out the contract period.**

ANNEXURE-6**EARNEST MONEY DEPOSIT (EMD)**
TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of **Rs.1,49,000/- (Rupees One lakh Forty Nine Thousand only)** by way of crossed A/c Payee demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the approved format (**Annexure 10**) valid for **135 days** from the due date of bid submission including 45 days claim period or thru RTGS as per Annexure - 14.
2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to GM – P&A, MFL, Manali, Chennai 600 068.
3. Holders of valid certificates obtained from NSIC / DGS & D /MSME can claim exemption from EMD payment against proof of valid documents. **NSIC should contain the title of the job.**
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD details of the scanned copy should be uploaded on or before the closing date and time of the tender. On-line technical bids without receipt of EMD details in time will be rejected
6. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
7. EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
8. After submission of 5% of the contract value as security deposit by way of DD/BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
9. Offers without EMD or valid NSIC/ DGS & D / MSME Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
10. EMD amount shall be forfeited without prejudice to any 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.
11. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
12. EMD payment either in the form of DD or BG, or, if seeking exemption based on NSIC Unit, DGS & D, MSME and MSEs with relevant certificates to be directly sent to GM – P&A, Madras Fertilizers Ltd., Manali, Chennai 600068 with clear superscription on the cover as "EMD for Supply of Labour for Housekeeping Services in MFL during 2017 – 2018 – Tender No.ESER/P&A/HOUSEKEEPING/041217/037 dated 14.11.2017".
13. **The details of the Earnest Money Deposit document should be submitted physically to the Department on or before 08.12.2017 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.**

ANNEXURE-7**SECURITY DEPOSIT (SD)**
TERMS & CONDITIONS

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Bank Guarantee in the approved format (Annexure - 11) valid up to ninety days beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure - 14, within 21 days from the date of intimation of his selection. Independent confirmation of BG by the issuing Bank shall be sent directly to the GM - P&A, Madras Fertilizers Ltd, Manali, Chennai - 600068. If the contract is awarded to more than one contractor, Security Deposit will be calculated based on the value of the contract, which will be intimated at the time of award of contract. 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.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit 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.
4. The security deposit shall be refunded within a reasonable time after the period 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 Service Tax dues by the contractor, the security deposit will be refunded.
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 failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
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.
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 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. If 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 – 8**GENERAL TERMS & CONDITIONS****1.0 DEFINITIONS:**

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600068 or any of its authorized officers.
- 1.4 "Services" shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 "Contract Rates" shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in "Contract Rates" will not be permitted under any circumstances, unless and otherwise Central Government notifies any revision in Basic / DA/Bonus.
- 1.6 "Company's Representatives" shall mean and include the General Manager (P&A) or other officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT

- 2.1 The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions.
- 2.2 MFL shall have the right to terminate the contract by giving 30 days' notice in writing to the contractor.

3.0 Evaluation Criteria

- 3.1 The price bids of technically qualified tenderers will alone be opened
- 3.2 Evaluation of rate bids and finalization will be on overall L1 / R1 basis
- 3.3 Reverse Auction will be conducted, if required
- 3.4 In case Reverse Auction conducted, the lowest bidder (R1) will be identified.
- 3.5 Negotiation will be conducted with R1 tenderer, if required.

4.0 Tie Situation

- 4.1 During evaluation, if any tie occurs between the tenderers, the L1 tenderer will be chosen on the basis of better experience evidenced by prescribed period of turnover.

5.0 COMPLIANCE OF LABOUR LAWS:

- 5.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965 and Amendment of Bonus Act 2015, GST, Payment of Gratuity Act 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Minimum Wages Act per Central Government Notification, Payment of Wages Act 1936, the Child Labour (Prohibition and Regulation) Act and any other law applicable for the employment of contract workmen for the time being in force and as amended from time to time. It shall be the duty of the contractor to maintain the records as per statutory requirement and also to comply with the orders of the Company in this regard.
- 5.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 5.3 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.
- 5.4 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.
- 5.5 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.
- 5.6 The Contractor shall deploy their security force in such a way that the persons get weekly off as per Factories Act 1948 of Tamilnadu Factories rules.

6.0 PAYMENT OF WAGES:

The Contractor shall pay monthly wages prescribed by the Government of India to their contract workers on or before 7th of every month without fail.

7.0 ESI / PF:

The Contractor shall remit the dues of ESI Act 1948 and EPF Act 1952 in respect of workers engaged as per provisions of Acts every month to avoid any penal interest and damages.

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.

If the successful bidder is having their code numbers outside the jurisdiction of Chennai, the bidder should obtain Sub Code to cover the workers engaged in MFL from ESI authorities, Chennai jurisdiction.

8.0 LABOUR LICENSE:

The successful bidder has to obtain Labour License from the Regional Labour Commissioner, Chennai within 15 days from the commencement of work as stipulated in the Contract Labour Regulation Act 1972.

9.0 PENALTY CLAUSE:

- 9.1 Strike or cessation of work by contractor's labour 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 contractor shall pay a penalty of ₹5,000/- (Rupees Five thousand only) per day for each day of work stoppage and shall, in addition, also be responsible for any loss / damage, which MFL may suffer on this account. For stoppages of work for part of the day, pro-rata recovery will be made.
- 9.2 MFL will have right for levy penalty for non / poor performance of the assigned jobs, subject to a maximum of ₹1,500/-, per day for each occasion.
- 9.3 The contractor has to engage 24 manpower during Monday to Friday, 17 manpower for Saturdays & 14 manpower for Sundays including supervisor on all 365 days. If the contractor engages less than the above stated manpower per day, an amount equivalent to twice the amount of Central Minimum Wages will be levied as penalty for such short supply.
- 9.4 MFL shall levy a penalty up to ₹ 1500/- per instance for breach of contractual obligations other than those specified in detail in the terms & conditions of the tender.

10.0 SUMMARY TERMINATION:

- 10.1 Notwithstanding anything contained in the Clause 2.0 Supra, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.
- 10.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.
- 10.3 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.
- 10.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

11.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

12.0 MFL SAFETY RULES AND REGULATIONS:

- 12.1 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 officials or other authorized representative/s from time to time.
- 12.2 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.
- 12.3 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.
- 12.4 The contractor shall ensure that personal protective equipments (per 12.2) needed for the job to be used by each of their personnel (supervisor and unskilled workmen) all the time.
- 12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for construction of Temporary Office Accommodation / Storage facilities or Godown, 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.

13.0 REMUNERATION:

The contractor shall be paid the remuneration in respect of the services described in the scope of work and schedule of rates performed by him, at the contracted rates per Annexure - 5.

14.0 PAYMENT TERMS:

- 14.1 The contractor shall submit his bills monthly in triplicate for the services rendered by him and payment of the bill will be made by the Accounts Department of Madras Fertilizers Limited on 30th day from the date of submission of bills in acceptable form i.e., with all statutory requirements & documents including the Electronic Clearance Receipts (ECR) for ESI & PF on completion of the job.
- 14.2 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.

- 14.3 "From the payments to the contractor against the bills for the services rendered, amount towards statutory levies and wages to the contract workmen to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities and payment of wages to workers".
- 14.4 The approved rate is inbuilt with PF / ESI components. You shall produce documentary evidence of statutory payments made in respect of current month while submitting the bill for current month. P&A will issue clearance to F&A for processing the current bills after verification of details of current month's statutory payments. If documentary evidence is not shown by you, clearance will be given for only 70% of payment and 30% of the total bill amount will be withheld. The withheld amount will be released on production of documentary evidence.

15.0 LAWS GOVERNING THE CONTRACT:

The contractor will be governed by the Laws of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

16.0 SUBLETTING AND TRANSFER:

- 16.1 The contractor 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 his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 16.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in Central. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 16.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

17.0 FORCE MAJEURE:

The terms and conditions of the orders shall be subject to force majeure. Neither seller 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 the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing the Seller 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.

18.0 ARBITRATION CLAUSE:

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

Any or all disputes arising out of the Contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision 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 only.

19.0 PLACE OF WORK:

The Contractor shall be responsible for "**Supply of Labour for Housekeeping Services**" in Madras Fertilizers Plant Site at Manali, Chennai 600068 and City Office @ Chittaranjan Road, Chennai - 600018.

20.0 BRIEF DESCRIPTION OF WORK:

"Supply of Labour for rendering Housekeeping Services" and other assistance as may be required at Madras Fertilizers Limited, Manali, Chennai 600068.

21.0 RATES:

- 21.1 The tenderers shall quote rate (in both figures and words) in the proforma, "FIXED RATE BILL OF QUOTE" furnished as Annexure-5, inclusive of all statutory levies (except GST as applicable)
- 21.2 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 GM - P&A or his nominee.
- 21.3 The rates quoted shall be valid for a period of one year from the date of commencement of the contract
- 21.4 The rate quoted shall be inclusive of the statutory payments, which the Contractor is statutorily required to make, like PF, ESI, Minimum Bonus @ 8.33% and also the cost of services towards providing Safety equipments such as Helmets, Shoes, Hand Gloves etc. to the workmen. However, GST shall be excluded from the quote. PF, ESI & Bonus will be calculated as per Central Govt. norms.

- 21.5 Whenever Central Government notifies revision in Basic / DA / Bonus, the Schedule of Rates shall be paid by MFL accordingly.
- 21.6 Tenderers are advised to quote rates inclusive of statutory levies (except GST).

22.0 REVERSE AUCTION:

Reverse Auction will be conducted where there is more than 1 techno-commercially qualified bidder. MFL requires a minimum of 5 bidders for H1 elimination. After opening the price bid, H1 will be eliminated only if the minimum numbers of techno-commercially qualified bidders are 5.

When the minimum number of eligible bidders is 5 and there occurs a TIE in H1, all the tied bidders will be eliminated.

When the minimum number of eligible bidders is less than 5 and there occurs a TIE in H1, NO H1 elimination will be done.

23.0 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 to 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

24.0 SIGNING THE TENDER AND DOCUMENTS

- 24.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 24.2 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.
- 24.3 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.
- 24.4 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.

- 24.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 24.6 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.
- 24.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

25.0 CONSTITUTION OF THE TENDER:

- 25.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to General Manager – P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 25.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 25.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.

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.

26.0 INFORMATION ABOUT TENDERERS:

- 26.1 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 9.
- 26.2 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.

26.3 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.

26.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

27.0 OPENING AND ACCEPTANCE OF TENDER:

27.1 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.

27.2 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 reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.

27.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of the General Manager – P&A.

27.4 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.

27.5 Acceptance of the tender will be intimated to the successful tenderer through a **Letter of Intent**. The successful tenderer should submit the Security Deposit before executing an Agreement within 21 days from the date of Letter of Intent. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

28.0 IDENTITY CARD:

The tenderer should provide photo Identity Card to their workmen. Workmen must wear the photo ID card while on duty.

29.0 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 & penalty clause and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- 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 in the tenders & subsequent corrigendum from the e-Tendering portal of NIC
Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

30.0 GENERAL:

CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.

ANNEXURE -9**INFORMATION ABOUT THE TENDERER**

1.0 Name and Address of the Tenderer :

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

2.0 Year of Establishment :

3.0 Status of the firm : Proprietary/Partnership/Regd.Co./Associate/Joint Venture.

4.0 Name & Address of Partners / Directors / Proprietor as the case may be:

5.0 Name of the person authorized to sign the tender and related documents:

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

7.0 Nature of Main & Subsidiary Business of the Tenderer :

8.0 Experience in providing Housekeeping Services in the following financial years (Attach certificates or award letters from organizations served)

Period	<i>Organisation</i>	Operations carried out
2013-14		
2014-15		
2015-16		
2016-17		

9.0 Turnover details for the following financial years (Copies of Proof to be attached)

Period	<i>Organisation</i>	Operations carried out
2013-14		
2014-15		
2015-16		
2016-17		

- 10.0 ESI Code No. under the ESI Act :
(with documentary proof)
- 11.0 PF Code Number under EPF & MP Act :
(with documentary proof)
- 12.0 GST Registration Details :
(with documentary proof)
- 13.0 Income Tax Permanent Account no. :
(with documentary proof)
- 14.0 Labour License no. :
(with documentary proof)
- 15.0 Bank details with which Tenderer has dealings : **Annexure - 12**
- 16.0 Any court case is filed against you or your concern :
- 17.0 Have you / your Firm filed any case against your client :
- 18.0 No of persons employed by the Tenderer :
- 19.0 PAN Details with Documentary proof :
- 20.0 Details of EMD submitted
- DD / Banker's Cheque No., :
Date & Value :
(In case BG submitted)
- BG No. & Date :
BG Value :
Name of the Bank and Branch :
Validity period of BG :

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

- 21.0 Banker's Solvency Certificate :
- 22.0 Present Manpower Strength :

23.0 Income Tax Returns for two financial years in the last three financial years.

Financial Year	Return details

24.0 If there is any case filed by the tenderer against any other company or any company filed any case against the tenderer, a self-declaration is to be given by the tenderer.

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

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

Place:

**Signature of the Tenderer
(Capacity in which signing)**

Date:

Office Seal

DECLARATION

I/We hereby declare that I/We/our Organization have not put under Holiday List / De-list or having any litigation with MFL.

Also, I/We hereby declare that I/We/our Organization have not been banned or Black-listed by any State/Central Government or other PSUs / Financial Institution / Court.

Also, I/We hereby declare that I/We/our Organization have not abandoned / not refused to honour the award of work from MFL previously.

**Signature of the Tenderer
(Capacity in which signing)**

Date:

Office Seal

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

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

To
 Madras Fertilizers Limited

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
 Name and designation of the officer

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

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

To
Madras Fertilizers Limited

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

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

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

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

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

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

This guarantee shall be valid until the

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

.....
Name and designation of the officer

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

ANNEXURE - 12

**MADRAS FERTILIZERS LIMITED
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	CST No.	SSI No.	EC No.	TIN No.

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

Place: _____ Signature of Authorized Signatory: _____

Date: _____ Name: _____

SEAL: _____ Designation: _____

(To be filled by MFL in case of ordering)

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

RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds Transfer
IFSC- Indian Financial System Code

ANNEXURE 13

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

MATERIAL FOR BID:

Bidding will be on Quoted Rate (QR) i.e. (Inclusive of Statutory requirements such as ESI, PF, Administrative charges, etc., and any other charges) for **HOUSEKEEPING SERVICES CONTRACT 2017-18**

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 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.
- MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
- Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
- 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.
- MFL will provide, if require the calculation sheet (eg.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, 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.
- Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
- 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.
- 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.
- 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.
- 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.
- All other Terms & conditions as per MFL**—See Annexure 8
- 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 Service Provider

MFL shall finalise the Service Provider for Housekeeping Services - 2017-18 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.

ANNEXURE 13-A**ONLINE BIDDING/ Reverse Auction Methodology**

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

ANNEXURE - 14

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

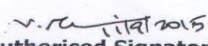
B. Bank Accounts Details :-

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


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
Signature of the Bankers
 वाणिज्यिक शाखा, चेन्नई / Commercial Branch, Chennai-1

(Bank's Stamp)

Date : 11-09-2015

- Please attach a photocopy of cheque along with the verification obtained from the bank.
- 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

DDMMYYYY

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें ₹

खा. सं.
A/c No.

10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

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