

NOTICE INVITING TENDER  
FOR  
PROCUREMENT OF SOFTWARE FOR PF SOLUTIONS  
IN

*MADRAS FERTILIZERS LIMITED*

**(A Government of India Undertaking)**

**Regd Office: Post Bag No.2, Manali, Chennai – 600 068.**

**TELEPHONE: 044 - 25945293 / 25945291**

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

**TELEPHONE: 044 - 25945293 / 25945291/ 25945301 FAX: 25943033**

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***Overview of the Company***

Madras Fertilizers Limited (MFL) incorporated in the year 1966 is a PSU under the administrative control of the Department of Fertilizers (DOF), Ministry of Chemicals & Fertilizers, Government of India. MFL is engaged in the manufacture of Ammonia, Urea and Complex Fertilizers (N:P:K) at Manali, Chennai. MFL is also engaged in manufacturing Bio-fertilizers and marketing eco-friendly Agro Chemicals under the brand name " VIJAY ".

**NOTICE INVITING OPEN TENDER FOR**  
Purchase of Software for PF solutions

**TENDER NO: TENDER NO: ESER/F&A/PF/131217/005**

**DT. 29.11.2017**

<b>Description</b>	<b>Purchase of Software for PF solutions</b>
Nature of Bidding	Two Stage Bidding
Commencement of viewing and downloading tender document from Website	29-11-2017
Due date & Time of submission	13-12-2017 @ 1600hrs
Bid Opening Date & Time	14-12-2017 @ 1400hrs
Bid Submission (To receive on or before the due date and time)	1. Techno Commercial 2. Price
Bid Validity	90 days from the date of opening of Price Bid
Security Deposit (SD)	5% of total finalized value.
Payment Term	Per Annexure - 4
Period of Contract	One year from the award of contract
Reverse Auction / Negotiation	As per annexure – 10

**JGM- CORPORATE ACCOUNTS**  
**MADRAS FERTILIZERS LIMITED**  
**MANALI, CHENNAI - 600 068.**

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**INFORMATION TO TENDERER**

The bidders must ensure that their bid has all the required information per Tender and there is no ambiguity of any kind in their offer.

Techno-Commercial un-Price Bid shall contain:

- Documents in support of qualification requirement as mentioned at Annexure 2a of NIT.
- Tenderer Undertaking
- Format for RTGS
- Information about Tenderer.

In case, if any clarification/additional information are required, bidders are free to approach/visit MFL and seek the necessary information/clarification before submission of the Bid documents.

**Contact details:** Mr. V Chandramouli – AGM-CA&T                      99401 80499 / 044 - 25945293.  
Mr T Srinivas – Manager CA                                      94441 56945 / 044 - 25945291.  
Ms C P Kalaimani – Senior Officer                              044 - 25945301

**e-procurement:** Mr AM Sridhar – Addl.Manager                      9884261487  
044 – 25945318 / 25941261

All the bids should be unconditional.

The bid, all correspondence and documents related to the bid shall be in English.

MFL reserves the right to accept or reject any tender including the lowest one in part or full, without assigning any reason whatsoever.

## INSTRUCTIONS 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 NIC, Chennai.

- 1.1.1 Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available [online bidder enrolment]. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode / eMudhra / safe script.
- 1.1.2 Bidders then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .doc/.txt/.pdf / .xls /.dwg formats only for uploading.
- 1.1.8 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.
- 1.1.9 The bidder has to submit the tender document online well in advance before the prescribed time (per server system clock) 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 uploading 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 shall be submitted **duly signed** by the bidders "**digitally using the e-token**" of the bidder.
- 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 for submission of bid against the tender and will also act as an entry pass to participate in the bid opening.

- 1.1.14 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.15 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 for rejection.
- 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 requisition, 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 be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.19 The confidentiality of the bids is maintained by using the secured Socket Layer 128 bit encryption technology. 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 side 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 the 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 also 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.

**SCOPE OF WORK AND PREQUALIFICATION CRITERIA**

**TENDER NO: : ESER/F&A/PF/131217/005**

**DT. 29.11.2017**

The following is the scope of work for the tender.

<p style="text-align: center;"><b>Investments</b></p>	<ul style="list-style-type: none"><li>- Detailed security master</li><li>- Detailed evaluation of quotations</li><li>- Calculate Yield to maturity (YTM), Accounting Rate of Return (ARR), Current Yield (CY) to evaluate the quotations.</li></ul> <p>Generate Comparative Evaluation Statement for Trustees</p> <p>Get detailed deal value and settlement value figures</p> <p>Generate Cash Flows for Interest and Redemption receipt</p> <ul style="list-style-type: none"><li>- Accrued Interest Schedule</li><li>- Premium/Discount Amortisation schedule</li><li>- Auto Purchase &amp; Sale Vouchers posted,</li><li>- Portfolio Analysis Reports,</li><li>- Sector wise Exposure,</li><li>- Rating wise Exposure,</li><li>- Issuer wise Exposure,</li><li>- Category wise Exposure,</li><li>- State wise Exposure,</li><li>- Cash Flow Projections,</li><li>- Purchase Register,</li><li>- Investment/Script Register,</li><li>- Weighted average yield of the portfolio</li><li>- SDS/Mutual Fund/Equity Investments</li></ul>
<p><b>Members</b></p>	<ul style="list-style-type: none"><li>- Contribution module</li><li>- Refundable loan module along with eligibility criteria inbuilt</li><li>- Non-Refundable withdrawal module along with eligibility criteria inbuilt</li></ul> <p>Settlement/Transfer out module along with eligibility criteria inbuilt</p>

	<p><b>Annexure K</b></p> <p>Detailed approval forms for RL/NRL Settlement</p> <p>Transfer-In module</p> <p>Form 13 generation</p> <p>Adjustment module</p> <p>Supplementary payment module</p> <p>Differential interest module</p> <p>TDS on settlement for less than 5 years</p> <p>Individual members PF statement</p> <p>Members PF annexure A</p> <p>Member wise PF register</p> <p>ALL transaction registers</p> <p>Facility to send mail and SMS to members</p> <p>ECR, Monthly Returns (Part A, B, C, D, E, F &amp; I), Form 7 &amp; Form 8 for prior period</p>
<p><b>Accounting</b></p>	<p>Transaction based accounting</p> <p>Minimum manual voucher posting</p> <p>Real time accounting</p> <p>Balance sheet as on any given day</p> <p>Income &amp; Expenditure as on any given day</p> <p>Trial balance as on any given day</p> <p>Voucher prints</p> <p>Ledger accounts print</p> <p>Manual bank voucher module</p> <p>Manual journal voucher module</p> <p>Manual inter-bank module</p> <p>Bank reconciliation module</p> <p>Journal Register</p> <p>Detailed receipts and payments with drill-down option</p> <p>All annexures related to final accounts of the trust</p> <p>Audit Ready Reports</p> <p>Create accounting groups and ledgers of your choice.</p>



<p><b>Employee Self service / Mobile App for Balance View</b></p>	<p>Viewing of PF Statement (past years and current year) and enquiring about Loan, eligibility Settlement online and the admin/trustee users can approve online.</p> <p>Pages for FAQs, Important Notices and Information to be displayed for employees.</p> <p>Facility to download various kinds of forms required by employees.</p> <p>Upload the rules and regulation pertaining to the trust.</p>
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**Data Back up and Restore facility:** The Software must provide Menu driven interface for full data backup and restoring facility and preferably in oracle.

**WARRANTY & AMC:** There must be a product warranty of one year. MFL have the option to opt for AMC. AMC starts after one year from the date of installation.

**IMPLEMENTATION:** The project must be successfully implemented within four to six weeks of time. The Vendor is required to interact with the users and the sectional heads for gap analysis and configuring the software. Under no circumstances, part implementation of the said software will be accepted by the Company for payment.

#### **TRAINING and TRIAL RUN**

The users of the system need to be trained in-house by competent personnel.

#### **MIGRATION OF PAST DATA**

Past data, since 01 April 2017, relating to Accounts and Members Fund are to be converted/migrated by the vendor for accessing the same through the interface of the proposed software without any additional charges other than what is mentioned the Schedule of Payment.

#### **REPORT PRINTING**

The software must provide the facility to print the report in Laser jet as well as Dot Matrix Printers.

#### **EXPORTING AND IMPORTING OF DATA**

The Software must provide the required facility to import / export data (in MFL ERP), in common nature, within the modules of the Software so that duplication of data entry may be avoided.

#### **FULL AUTHENTICATION**

Authentication both at the Supervisor level and user level must be provided in the Software.

#### **NUMBER OF USERS**

The software must be for 700 employees

#### **ONLINE, REAL TIME ENQUIRY AND BROWSING**

The software should be sufficiently equipped to provide the updated results against queries to be made by the staff members.

#### **FLEXIBILITY**

The Software must be sufficiently flexible so that the necessary changes in future may be incorporated in the software.

**PRE-QUALIFICATION CRITERIA**

- The offer shall be considered only from Indian Companies.
- The firm should have implemented the PF software in a minimum of three PSU Companies.
- The firm should be having at least last 5 years' experience in the relevant field.
- The firm should have ISO standards for quality and security.
- The Firm/bidder should not have been black-listed/Holiday list by central/ state governments/ PSUs. Bidder is required to submit a self-declaration in this regard in the technical bid.
- Documentary proof of details as mentioned in pre-qualification need to be enclosed as part of Technical evaluation with self-certification.

**ANNEXURE-3**

**Price Bid break-up details**

**TENDER NO: : ESER/F&A/PF/131217/005**

**DT. 29.11.2017**

	Description	Rate in ₹ (in figures)	Rate (In words)
1	Per Scope of work mentioned in Annexure 2		
2	Statutory levies as applicable ___%		
3	Total (1 + 2)		

- ❖ Rate quoted must be firm throughout the period of contract.
- ❖ Rate quoted should be valid for a period of 90 days from the date of opening of Price bid.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person:

**Payment Term:**

- (A) Company shall pay to the vendor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions thereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- (B) Total of Professional fees as quoted plus applicable statutory levies thereon at actual rate, payable to the vendor for the project period shall be the total Contract Value under this Agreement.
- (C) The payment against the invoices raised by the vendor will be made on completion of the following phases:

<b>SL NO</b>	<b>Deliverable/ Mile stones</b>	<b>TIMELINE</b>	<b>% of Payment</b>
1	Implementation of the Software	Within four to six weeks from the Award of work	40%
2	Training to MFL officials in detail on understanding of the software		10%
3	Migration of past data ie, 01.04.2017 onwards.		50%

**ANNEXURE-5**

**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 is awarded to the tenderer.
- Agrees to accept 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.
- The firm or any of its partners should not be disqualified for appointment under the applicable statutory laws.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person:

**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 PERSON'S NAME				Designation :
MOBILE NO.				
EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE				
BANK ACCOUNT NO.				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE		
VENDOR'S BANK ACCOUNT NO.		NEFT CODE		
		RTGS CODE		
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)		
ARE YOU A	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:**

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

**ANNEXURE- 7****INFORMATION ABOUT THE TENDERER**

Sl No	Information required	To be filled in by tenderer
1.	Name of the tenderer	
2.	Address of Registered office and branches	
3.	Telegraphic address and phone number, email etc.,	
4.	Composition of tenderer (here state whether it is Hindu joint family business, proprietorship concern or registered partnership or a Limited company) (enclose required documents)	
5.	Nature of normal business of the tenderer	
6.	Experience of, similar working (certificate to support statement must be enclosed)	
7.	Experience (attach separate sheet, if necessary). Copies of certificates to support statements must be attached.	
8.	No. of experienced professionals available with the vendor	
9.	Name of the person / company with whom reference can be made with respect to the experience / similar type of work	

Sl No	Information required	To be filled in by tenderer
10.	Name of the bank and the branches with which tenderer has transactions	
11.	PF/ESI/Labour License Code No.	
12.	Name & address of the person with whom Company may correspond (Local address)	
13	Income Tax permanent Account No.(PAN) and IT circle	
14.	GST registration No & details	
15.	Whether the tenderers has been banned or delisted by any other Govt. Dept / Financial Institution / Court etc.,	

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

Place:  
Date:

Signature of tenderer

Capacity in which signing



**BANK GUARANTEE FOR SECURITY DEPOSIT**

(To be executed on a non-judicial stamp paper of the value of ₹ 100.00)

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt \_\_\_\_\_(hereinafter called "the said contractor (s)/ tenderer(s)") from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ (hereinafter called" the said agreement") for the award of contract ----- DATED ----- of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We \_\_\_\_\_(Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement. We (bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We undertake to pay to the company any money demanded not withstanding any dispute raised by the said contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any said contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We \_\_\_\_\_ [Bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before -----, We shall be discharged from all liability under this guarantee thereafter.

We \_\_\_\_\_bank further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us. This guarantee will not be discharged due to the change in the constitution of the bank or the said contractor(s)/tenderer(s).

We, \_\_\_\_\_bank lastly undertake not to revoke this guarantee during its currency. Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under. The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuine and authenticity of the Bank Guarantee.

(Signature of the authorized Officer of the Bank)

Name and Designation of the Officer  
Seal, Name and Address of the Bank and Address of the Branch

**DETAIL FOR SD PAYMENT THROUGH RTGS**

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] Code	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

**TERMS & CONDITIONS****1. CONSTITUTION OF THE TENDERER**

The vendor 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 Joint General Manager, CORPORATE ACCOUNTS, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

The vendor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the vendor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the vendor.

The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the vendor shall be deemed to be in an independent vendor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

**2. PRICE**

Price quoted must be firm during the Tenure of the Contract.

**3. SELECTION CRITERIA**

The Price bids of tenderers will be considered for Price evaluation and arrival of cost and selection will be on overall L1/R1 basis (inclusive of all Statutory levies as applicable).

**4. SECURITY DEPOSIT (SD)**

- Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value within 21 days from the date of LOI / Award of Contract, either by Demand Draft or through RTGS or BG in the approved format (**Annexure-11**) with a validity of 60 days beyond the date of completion of the contract period. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to JGM-Corporate Accounts, 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 completion of the contract period subject to the contractor carrying out all the obligations/operations as required per tender.

- 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 suffered by MFL due to breach / failure on the part of the vendor or due to termination of the contract or vendor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the vendor 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 vendor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the vendor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the vendor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- SD shall be liable for forfeiture without prejudice to any other claims & in case of BG, the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.
- SD shall not carry any interest.

## 5. **MFL SAFETY RULES & REGULATIONS**

The vendor shall adhere to existing MFL safety rules and regulations during the tenure of the contract.

Smoking inside the factory premises is very dangerous and is strictly prohibited. The vendor shall ensure that their workmen do not smoke inside the factory premises.

## 6. **TERMS OF PAYMENT**

Total of price quoted plus statutory levies thereon at actual rate, payable to the vendor for the software shall be the total Contract Value.

Payment of invoices, if undisputed, shall be made at the 30th day following the date of receipt of invoice by Company after deduction of tax at source (if any) as per applicable laws. **Payment will be made only thru RTGS** (per Annexure 4).

RTGS Form (**Annexure 6**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

## 7. **LIQUIDATED DAMAGES FOR DELAY**

In case the vendor fails to achieve the scope at any stage within the time period mentioned above (Annexure-4), the Company has the right to recover Liquidated Damage @ 0.5% of the consultancy fee of the related phase for each week of delay or part thereof, the maximum LD shall be limited to 5 % of contract value.

8. **SUBLETTING & TRANSFER**

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

9. **CANCELLATION OF ORDER**

Failure to comply with specification, terms & conditions or to perform or deliver as promised shall entitle the Company to cancel all or any part of this order. In the event of such cancellation, the Company shall not be required to make any payment on such cancelled items. Nothing herein shall limit the Company's right in the event of the failure to perform by the vendor.

10. **SUMMARY TERMINATION**

MFL reserves the right to terminate the contract, without giving any notice, due to failure/breach on the part of the vendor in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation inclusive breach of contract. The decision of MFL on the part of the vendor shall be inclusive of failure and breach of contract shall be final and binding on the vendor and shall not be called into question.

In the event of any failure on the part of the vendor MFL shall have the right without prejudice to any other right / remedies to get the work done thru any other agency and the vendor shall be liable to compensate MFL for all the costs, damages, expanses or losses if any incurred by MFL on this account.

11. **LAWS GOVERNING THE CONTRACT**

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

12. **DEFINITION**

The term "Tender" shall mean & include the bids and other attachments manually submitted.

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

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

"the Company" refers to "Madras Fertilizers Limited", Manali, Chennai 600068.

"**vendor**" refers to the person assigned to undertake the contract.

### 13. **FORCE MAJEURE**

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

Tenderer shall promptly notify in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tenderer in writing and 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.

### 14. **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 Hon'ble High Court of judicature at Madras. Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

### 15. **Termination**

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

In case the service provider wants to withdraw from the contract in the middle of agreement period at their own, the service provider 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.

### 16. **COMPLIANCE WITH STATUTORY PROVISIONS**

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 Funds and miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National & Festival Holidays) Act 1958. The Minimum Wages Act 1948, Service Tax Act and any other law applicable to the contract workmen for the time being in force or as amended from time to time.

In the event of any accident causing injury or death of his workmen engaged by the contractor, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect. MFL shall not be liable for any action by third parties.

For any damage to MFL property due to negligence by the contractor, appropriate penalty will be levied on the contractor by MFL.

17. **REVERSE AUCTION AND/OR NEGOTIATION:**

Reverse auction Applicable where there is more than one techno commercial qualified bid. Negotiation is applicable under following circumstances: (a) where there is only one techno commercially qualified bid, (b) where there are more than one techno commercially qualified bids and where RA is conducted but no competitive bids in RA.

MFL reserves the right to go for Reverse Auction process and/or Negotiation, if required or may finalize the tender without Reverse Auction and/or Negotiation. However, the decision to conduct Reverse Auction and/or Negotiation or not will be conveyed to short-listed bidders. The 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.

In the case of a tie among the L1 bidders, the Company's decision will be final and binding.

**OTHER TERMS & CONDITIONS**

1. Rate quoted should be valid for a period of 90 days from the date of opening of Price Bids. Other commercial terms should be kept firm till the completion of the contract, except statutory levies. Revision, if any, in the statutory levies will be applicable.
2. In the event of placing the order, the tenderer should strictly adhere to the Terms & Conditions as mentioned in Award of Contract or as advised by MFL.
3. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
4. Any offer received against this tender after the due date will be summarily rejected.
5. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
6. MFL will not be bound by any general/printed provisions of Tenderer's offer.
7. Tenderer should clearly indicate the % of statutory levies if any.
8. MFL shall have the right to inspect work/goods at any time and to reject unacceptable work/goods. The tenderer shall arrange rectify rejected work/materials at his cost.
9. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
10. MFL canteen facilities will be provided to your Staff at cost and value thereof will be recovered from the bill.