

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

**NOTICE INVITING TENDER
FOR
"SUPPLY OF LABOUR FOR DAY TO DAY SHUTDOWN AND TURNAROUND
SERVICES ON SHORT-TERM ADHOC BASIS"**

TENDER No.ESER/MAINT/DAYTODAY-ST/081217/078 dated 29.11.2017

SUMMARY

Online bids are invited for **"SUPPLY OF LABOUR FOR DAY TO DAY SHUTDOWN AND TURNAROUND SERVICES ON SHORT-TERM ADHOC BASIS"** with Fixed 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: Mr V Moorthy - 044-25945391

Description:	Supply of Labour for Day-to-day Shutdown and Turnaround Services on Short-Term Adhoc Basis
Estimated Value of Tender	₹2.93 crores
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	29.11.2017
Due date & Time of submission	8.12.2017 upto 13:00 hrs.
Technical Bid Opening Date& Time	8.12.2017 at 15:00 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 intimated only to Techno-Commercially qualified Tenderers.
EMD Amount	₹5,86,000/- (Rupees five lakhs eighty six thousand only). Original EMD, DD/BG or proof for submission thru RTGS (UTR number) should be furnished in a separate sealed cover super scribed as EMD for Tender No. ESER/MAINT/ DAYTODAY-ST/081217/078 dated 29.11.2017 and the same should be addressed to DGM-Maintenance on or before 12.12.2017.
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	Payment will be made within 30 days from the date of submission of bill on completion of job on monthly basis.
Contract Period	The period of contract will be till 6.4.2018 or till the finalization of Annual Contract for the year 2018-19, whichever is earlier.
Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ Techno-commercially qualified bidders will be selected. ▪ Price bids of the techno-commercially qualified bidders will be opened ▪ If the number of techno-commercially qualified bidders is more than 5, then the H1 bidder will be eliminated. ▪ Reverse Auction will be conducted. ▪ After Reverse Auction, the lowest bidder (R1) will be identified.

	<ul style="list-style-type: none"> ▪ If necessary, negotiation shall be conducted with L1 Party. ▪ The FINAL RATES shall be offered as Counter Offer to L2 / R2 and L3 / R3 parties for their acceptance. ▪ If L2 / R2 or L3 / R3 parties not willing to accept the FINAL RATES, then these rates shall be offered to L4 / R4 or as the case may be to finalize three contractors.
Scope of work / duties and responsibilities of the contract	Refer Annexure - 2

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**DGM – MAINTENANCE
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 OF WORK****SUPPLY OF LABOUR FOR DAY TO DAY SHUTDOWN AND TURNAROUND SERVICES ON SHORT-TERM ADHOC BASIS****Special Conditions of the Contract**

1. There are occasions when unexpected major jobs occur in the Plant, warranting external assistance. Especially so during major turnarounds, major shutdowns and special repair jobs. These are intermittent and not continuous.

During such occasions, the contractor shall assist MFL personnel by submitting with skilled, semi-skilled and unskilled labour in all the fields such as WELDING, FABRICATION, CARPENTARY, PLUMBING, ELECTRICIAN, RIGGING, MASONRY etc.
2. The assistance may be required intermittently and may range from one hour to many hours of duration.
3. The contractor shall, at any time, at short notice, render the services with personnel of high degree of skill, experience and quality to the satisfaction of Madras Fertilizers Limited or its authorized representatives.
4. These services shall be rendered strictly under the supervision of MFL's authorized representatives.
5. Compliance of statutory obligations stipulated in 3.1 of Annexure – 8.
6. Honoring the settlement if any, reached between the contractor and his workmen union on disputes raised by them before the statutory authority like Assistant Commissioner of Labour.
7. All Safety appliances like Safety helmets, Shoes, Safety belt, goggles etc. are to be provided to the workmen whom the contractor assigns for the service.
8. The rates are to be based on the benefits to the workmen agreed upon by the contractor and the contractor will ensure compliance of:
 - a. 9 days Festival holidays (National and Festival holidays act, 1958) and 15 days earn leave with wages per Factories act. 1948.
 - b. 2 pairs of Safety Shoes/year.
 - c. Gloves should be given to all contract labour.
 - d. Issue of one helmet per year
 - e. Compliance of Statutory obligations such as payment of PF, ESI & Bonus for the wages as per Central Government Norms.

ANNEXURE – 3**QUALIFICATION CRITERIA****1.0 Qualification Criteria:**

- a. Tenderer shall have experience in supply of labour in Maintenance field in a large scale industry during last 7 years ending 31.10.2017 which should be either of the following:

Three similar completed works each costing not less than the amount equal to Rs.23,44,000/-

(or)

Two similar completed works each costing not less than the amount equal to Rs.29,30,000/-

(or)

One similar completed work costing not less than the amount equal to Rs.46,88,000/-

- b. Tenderer whose average annual financial turnover is more than or equal to Rs.87,90,000/-in the financial years 2014-15, 2015-16 & 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2014-15, 2015-16 & 2016-17).
- c. Tenderer shall attach Solvency Certificate for Rs.87,90,000/- **obtained after this advertisement publishing date.**
- d. Tenderer should attach copies of valid registration certificate obtained from ESI, GST and PF Authorities.
- e. Labour license, if any, shall be submitted along with the bid. Else, the successful bidder/s shall obtain and submit the same within 15 days from the commencement of work as stipulated in the Contract Labour Regulation Act 1972.

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

2.0 Documents required:

- a. Contract award letter copies / performance certificate from any organization to prove experience in the supply of labour in maintenance field, as detailed above.
- b. Audited statement of accounts for last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- c. Financial soundness – Solvency certificate from Banker – ₹87,90,000/- obtained after this advertisement publishing date.
- d. Valid registration certificates obtained from ESI, GST and PF authorities.

- Signed / scanned copies of the above documents are to be uploaded as Attachment with the on-line submission of bids.
- Tenders will be rejected for non-submission of the relevant valid documents.
- If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in **Annexure-9**.
- Also, if the Tenderer is under Black List in any State / Central Government or other PSUs, then they need not apply. Tenderer shall submit Self-declaration as given in **Annexure-9**

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

Name of the Tenderer	
Address	
Payment Term	Payment will be made within 30 days from the date of submission of bill on completion of job on monthly basis.
Payment Mode	RTGS/NEFT
Service Period	The period of contract will be till 6.4.2018 or till the finalization of Annual Contract for the year 2018-19, whichever is earlier.
Service Terms & Conditions	As in the Annexure-8
Service Place	MFL Plant, TTP, Port Trust
Offer Validity	90 days from the date of opening of Tender
VAT / CST/ GST No.	
EMD Details (₹5,86,000/-)	
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 4)	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**FIXED RATE BILL OF QUOTE****SUPPLY OF LABOUR FOR DAY TO DAY SHUTDOWN AND TURNAROUND SERVICES ON SHORT-TERM ADHOC BASIS****(Rates quoted shall be inclusive of all statutory levies)****(GST extra as applicable)**

Type of Services	Normal Rate per Manday (in Rs.)	Quoted Rate per Manday (in Rs.)
<u>Fitter:</u> [Millwright, Rigging, Plumbing, Fabrication, Tinkering, Auto Mech, Electrician, Carpenter, Mason, Welder (arc/gas), Electrician with B Grade License].		
1. Category A / Skilled	849.74	
2. Category B / Semiskilled	773.73	
3. Category C / Unskilled	701.51	
	OT Rate/hour (in Rs.)	
4. Category A / Skilled	171.00	
5. Category B / Semiskilled	155.29	
6. Category C / Unskilled	140.37	
QUOTED RATE IN FIGURES (in percentage)	in _____%	
QUOTED RATE IN WORDS		

A Category	Minimum 15 years' experience in Chemical or Fertilizer industry
B Category	Minimum 10 years' experience in Chemical or Fertilizer industry
C Category	Fresh labour

Instructions to quote in the above Fixed Rate BOQ are given below:

- While quoting, the tenderer has to reckon all the major components, including overhead cost, administrative charges, profit and cost of safety apparels to be issued to labour such as Helmet, Shoes, Gloves etc.
- The tenderer has to quote increase in percentage over the given value only (eg. 1%, 1.5%, 2%, 2.5%, etc.). Please note that the tenderer cannot quote individually for all the items.

- Based on the input in percentage, the rates in the **Quoted Rate per Mandays column** will be automatically worked out and displayed with total value.

Proposed mandays and OT hrs. per month are given below:

Category	Mandays	No. of OT hours per month
A	3100	5800
B	1000	1600
C	1200	3000

Note:

- > Rates quoted shall be inclusive of all statutory levies
- > Taxes extra as applicable
- > Two times of the minimum wages must be paid as Overtime to the workers.
- > From the proposed mandays and OT hours per month, 30% (plus or minus) of variation shall be expected.
- > Overtime jobs and regular jobs will be allocated on need basis only. The OT hours and mandays mentioned above are only indicative and the contractor cannot claim as a right of the same.
- > **The Contractor shall make minimum wages to labour as prescribed by Government of India (GOI).The Schedule of Rates shall be revised during the tenure of the contract based on the revision of Basic / DA / Bonus by GOI from time to time.**

ILLUSTRATIVE EXAMPLE FOR FIXED RATE BOQ

Example – 1

If tenderer offer is +10% from the fixed rate BOQ total **(A)**, then the rates will be changed as shown below **(B)**:

Type of Services		(A) Normal Rate per Manday (inRs.)	(B) Normal Rate per Manday (inRs.)
Fitter: [Millwright, Rigging, Plumbing, Fabrication, Tinkering, Auto Mech, Electrician, Carpenter, Mason, Welder (arc/gas), Electrician with B Grade License].			
1. Category A / Skilled		849.74	934.71
2. Category B / Semiskilled		773.73	851.10
3. Category C / Unskilled		701.51	771.66
		OT Rate/hour (in Rs.)	OT Rate/hour (in Rs.)
4. Category A / Skilled		171.00	188.10
5. Category B / Semiskilled		155.29	170.82
6. Category C / Unskilled		140.37	154.41
TOTAL		2791.64	
QUOTED RATE IN FIGURES (in percentage)	10 %		3070.80
QUOTED RATE IN WORDS	Rupees three thousand and seventy and paise eighty only		

Example – 2

If tenderer offer is 0% from the fixed rate BOQ total **(A)**, then the rates will remain same as shown below **(B)**:

Type of Services		(A) Normal Rate per Manday (inRs.)	(B) Normal Rate per Manday (inRs.)
Fitter: [Millwright, Rigging, Plumbing, Fabrication, Tinkering, Auto Mech, Electrician, Carpenter, Mason, Welder (arc/gas), Electrician with B Grade License].			
1. Category A / Skilled		849.74	849.74
2. Category B / Semiskilled		773.73	773.73
3. Category C / Unskilled		701.51	701.51
		OT Rate/hour (in Rs.)	OT Rate/hour (in Rs.)
4. Category A / Skilled		171.00	171.00
5. Category B / Semiskilled		155.29	155.29
6. Category C / Unskilled		140.37	140.37
TOTAL		2791.64	
QUOTED RATE IN FIGURES (in percentage)	0 %		2791.64
QUOTED RATE IN WORDS	Rupees two thousand seven hundred and ninety one and paise sixty four only		

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

1. The tenderer shall submit the Earnest Money Deposit of **Rs.5,86,000/- (Rupees five lakhs eighty six thousand only)** by way of 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 DGM – Maintenance, MFL, Manali, Chennai 600 068.
3. Holders of valid certificates obtained from NSIC / DGS & D /MSME/ MSEs 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 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.
6. EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit.
7. 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.
8. Offers without EMD or valid NSIC/ DGS & D / MSME / MSEs Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
9. 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.
10. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
11. 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 DGM – Maintenance, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for Supply of Labour for Day-to-day Shutdown and Turnaround Services on Short-Term Adhoc Basis- Tender No.ESER/MAINT/DAYTODAY-ST/081217/078 dated 29.11.2017".
12. **The details of the Earnest Money Deposit document should be submitted physically to the Department on or before 12.12.2017 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 upto 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 DGM – Maintenance, Madras Fertilizers Ltd, Manali, Chennai - 600 068. 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 GST 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 600 068 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 (Plant), Deputy General Manager – Maintenance or other officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT

The period of contract will be till 6.4.2018 or till the finalization of Annual Contract for the year 2018-19, whichever is earlier.

3.0 COMPLIANCE OF LABOUR LAWS:

- 3.1 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, Sales Tax, 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.

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

3.7 **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.

3.8 **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.

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.

3.9 **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.

4.0 PENALTY CLAUSE:

STRIKE OR CESSATION OF WORK BY THE 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 CONTRACTORS CONTROL AND THE CONTRACTOR SHALL PAY A PENALTY OF MINIMUM Rs.2,00,000/- (RUPEES TWO LAKHS ONLY) FOR EACH DAY AND SHALL, IN ADDITION, ALSO BE RESPONSIBLE FOR ANY LOSS / DAMAGE WHICH MAY SUFFER ON THIS ACCOUNT. FULL DAY PENALTY WILL BE LEVIED EVEN FOR ONE HOUR STOPPAGE OF WORK. NO PRO-RATA BASIS PENALTY WILL BE LEVIED.

5.0 SUMMARY TERMINATION:

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

6.0 MFL SAFETY RULES AND REGULATIONS:

6.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.

6.2 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.

- 6.3 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.
- 6.4 The contractor shall ensure that personal protective equipments (per 6.2) needed for the job to be used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

7.0 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.

8.0 PAYMENT TERMS:

- 8.1 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 within one month from the date of submission of bill on completion of the job.

- 8.2 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.
- 8.3 "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".
- 8.4 The approved rate is inbuilt with PF / ESI components. You shall produce documentary evidence of statutory payments made in respect of previous 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 earlier 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.

9.0 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).

10.0 SUBLETTING AND TRANSFER:

- 10.1 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.
- 10.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. 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.
- 10.3 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.

11.0 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.

12.0 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.

13.0 H1 ELIMINATION:

- MFL requires minimum of 5 bidders for H1 Elimination.
- After opening the price bids, the H1 bidder / bidders will be eliminated, only if the minimum number of eligible bidders for Reverse Auction is 5.

Example Conditions:

CONDITION – 1:

No. of bidders – 6
H1 bidders – 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence no H1 elimination would be carried out and all the 6 parties would be allowed to participate in the Reverse Auction.

CONDITION – 2:

No. of Bidders – 10
H1 Bidders – 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 Bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction.

14.0 REVERSE AUCTION:

- Reverse Auction will be conducted with IOP (Initial Opening Price) at the lowest total rate quoted in the price bid and Decrement Value at 0.1% of IOP.
- The bidder who quoted the lowest rate in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
- The ratio of Total Amount (Total of all the items initially displayed in the BOQ by MFL) and the Final Total Amount (quoted by the R1 vendor in the Reverse Auction) will be proportionately applied on all the items.
- If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates will remain same.

15.0 NEGOTIATION WITH L1 TENDERER:

If MFL deems it fit to conduct negotiation with the L1 Tenderer, MFL reserves the right to do so by inviting the L1 Tenderer in person to finalize the price.

16.0 PLACE OF WORK:

The Contractor shall be responsible for "**Supply of Labour for Day-today, Shutdown & Turnaround Services on Short-Term Adhoc Basis**" in Madras Fertilizers Plant Site at Manali, Chennai 600 068, Tertiary Treatment Plant (TTP) at Kodungaiyur and Phosphoric Acid Terminal (PAT) at Chennai Port Trust.

17.0 BRIEF DESCRIPTION OF WORK:

"Supply of Labour for Day-today, Shutdown & Turnaround Services" in MFL, on short-term adhoc basis at Madras Fertilizers Limited, Manali, Chennai 600068, TTP at Kodungaiyur and PAT at Chennai Port Trust.

18.0 VALUE OF THE CONTRACT:

Total estimated value of the contract will be Rs.2.93 crores approximately including GST @ 18% (the percentage of GST is for estimation purpose only)

19.0 RATES:

- 19.1 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)
- 19.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Maintenance or his nominee.

- 19.3 The rates quoted shall be valid till completion of contract from the date of commencement of the contract.
- 19.4 The rate quoted should 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.
- 19.5 Whenever Central Government notifies revision in Basic / DA / Bonus, the Schedule of Rates shall undergo revision accordingly which shall include PF, ESI, Bonus, Earned Leave Wages, Paid Holiday Wages, Over Time Rates and Overheads. The revised Schedule of Rates will be implemented with the approval of Group Head and the revised rates will be paid by MFL to the Contractor.
- 19.6 Tenderers are advised to quote rates inclusive of statutory levies (except GST).

20.0 BASIS OF ARRIVING AT L1 / R1 TENDERER:

The bidder who quotes the lowest rates in the Price Bid shall be considered as L1 tenderer.

However, during Reverse Auction, the bidder who quotes the lowest rates shall be considered as R1 tenderer (Final L1 Tenderer)

21.0 SPLIT UP OF JOBS:

Madras Fertilizers Ltd (MFL) will deploy a maximum of three Contractors for this tender for taking up jobs simultaneously in different Plants.

The contract will be finalized for three Contractors at the rates finalized with the L1 / R1 Tenderer. The finalized L1 / R1 rates shall be offered as Counter Offer to L2/ R2 and L3 / R3 parties. If L2/ R2 and L3 / R3 parties accept the Counter Offer, the percentage of ratio for allotment of contract would be (i) L1 / R1 tenderer - 50% (ii) L2 / R2 tenderer - 30% (iii) L3 / R3 tenderer - 20%.

If L2 / R2 or L3 / R3 not accept the Counter Offer, MFL will offer the final rates to L4 / R4, L5 / R5 and so on, as the case may be, to finalize the contract with maximum of three contractors.

In case, if the finalized tenderers are two, 60% of the contract would be allotted to L1 / R1 tenderer and the balance 40% will be allotted to L2 / R2 tenderer.

In case, if the responded / finalized tenderer is only one, 100% of the contract will be awarded to one party.

During the tenure of the contract, in the event of breach / failure by any of the contractor of any of the terms and conditions of the contract or due to the contractors' inability to perform, their share of contract will be awarded to other contractors according to the proportionate share mentioned in the respective Award of Contract letter.

22.0 SIGNING THE TENDER AND DOCUMENTS:

- 22.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 22.6 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.
- 22.7 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.

23.0 CONSTITUTION OF THE TENDER:

- 23.1 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 Deputy General Manager-Maintenance, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 23.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 23.3 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.

24.0 INFORMATION ABOUT TENDERERS:

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

25.0 OPENING AND ACCEPTANCE OF TENDER:

- 25.1 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.
- 25.2 **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.**
- 25.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of the Deputy General Manager – Maintenance.
- 25.4 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.
- 25.5 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 the time specified in the 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.

26.0 IDENTITY CARD:

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

28.0 GENERAL:

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

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 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.
- 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 M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE –9**INFORMATION ABOUT THE TENDERER**

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

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

Note: Copies of documents are required to be attached for Sl.No.5 to11.

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

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

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

DECLARATION

I/We hereby declare that I/We/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.

Place :

Signature of the Tenderer

Date :

(Name & Office seal)

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

 (Signature of the authorized officer of the Bank)

 Name and designation of the officer

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

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

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

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

We _____ (Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the

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

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

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

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

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

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

Name and designation of the officer

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

ANNEXURE - 12

**MADRAS FERTILIZERS LIMITED
BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S a. NAME			b.Designation :	
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	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**BUSINESS RULES FOR REVERSE AUCTION****I Rules for Reverse Auction:**

1. For the reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
6. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
7. 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 auction without fail.
8. 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 vendor to conduct Auction with MFL as per prevailing procedure.
9. 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.
10. 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.
11. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

II Auction Rule for Finalization of the Contract:

MFL shall finalize the contract 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:

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 service 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. 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 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. The technical & commercial terms are as per our NIT.

5. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.

III Procedure of Reverse Auctioning:

1. Reverse Auction will be conducted with IOP (Initial Opening Price) at the lowest total rate quoted in the price bid.
2. The bid decrement value will be 0.1% of IOP.
3. MFL will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the reverse Auction. The bidder will be required to start bidding after announcement of Opening Price and decrement amount.
4. The bidder who quoted the lowest total amount in Reverse Auction shall be treated as final L1 Party (L1 Party after Reverse Auction).
5. The ratio of Total Amount(Total of all the items initially displayed in the BOQ by MFL) and the Final Total Amount (quoted by the R1 vendor in the Reverse Auction) will be proportionately applied on all the items.
6. 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.
7. 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.
8. Tenderer bid will be taken as an offer to service. Bids once made by the tenderer, cannot be cancelled / withdrawn and tenderer shall be bound to provide service as mentioned above at final bid price. Should the tenderer back out and not provided the service as per the rates quoted, MFL shall take action as appropriate.
9. MFL's decision on award of Contract shall be final and binding on all the Bidders.
10. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
11. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

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

V. Muralidharan
Authorized 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

(Bank's Stamp)

Date : 11-09-2015

सहा. महाप्रबंधक / Assistant General Manager
Signature of the Bankers
सहा. महाप्रबंधक शाखा, चेन्नई / Commercial Branch, Chennai-1

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

 भारतीय स्टेट बैंक
State Bank Of India

(07347)-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

D	D	M	M	Y	Y	Y	Y		

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अ. सं.
A/c No. **10242276424**

अदा करे ₹

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

⑈483119⑈ 600002011⑈ 000205⑈ 30

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