

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI - 600068

**NOTICE INVITING TENDER FOR APPOINTMENT OF STEVEDORING, CLEARING
& FORWARDING AGENT FOR DRY BULK FERTILIZERS AT CHENNAI PORT**

E-TENDER No: ESER/COM/STEVEDORING/121217/004 DATED 29/11/2017

SUMMARY

Online Tenders are invited from Stevedoring, Clearing & Forwarding (C&F) Agents having office at Chennai with possession of Stevedoring and Clearing & Forwarding License, and Indian Customs House Agent License to handle Dry Bulk Fertilizer at the Port of Chennai for a period of **One year** from the date of agreement or such later date as may be decided upon mutually.

Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in [“Tenders” – “e-tenders”] or Central Public Procurement Portal : <http://eprocure.gov.in/eprocure/app>. Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please contact the following:

E-Procurement Cell : Mr. A M Sridhar
E-Mail : epro@madrasfert.co.in / epro1@madrasfert.co.in
Phone : 044 25945318 / 25941261

User contact detail : cmimp@madrasfert.co.in
Phone : 044 25945311 / 25945307
Contact Persons : Mr. A. Madhan Mohan / Mr. M. Ravikumar

All documents, techno-commercial bids, price bids shall be uploaded in the website. No hard copy of the documents shall be sent to us except Memorandum of Articles of Association.

DESCRIPTION	
Quantity to be handled	1,11,000 MT (Urea - 45,000 MT & MOP / AS - 66,000)
Nature of Bidding	Two Stage Bidding : 1st Part : Techno-Commercial Bid, 2nd Part: Price Bid.
Commencement of viewing and downloading tender document from e-Tender Website & bid submission	29/11/2017
Due date & Time of submission (Electronic bid to be submitted in e-Tender website)	12/12/2017 @ 16.00 Hrs.
Technical Bid Opening Date & Time	13/12/2017 @ 14.00 Hrs.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated.
Bid Submission (To be Uploaded on or before the due date and time)	Three Separate on-line covers (folders) (1) EMD, (2) Techno-Commercial Bid (Annexure- 4A & 4B) and (3) Price Bid To be submitted with price break up details per Annexure-5A & 5B on or before the date & time meant for submission of bids.

Procedure for opening of On-line Bid	Bids will be opened in Seriatim, i.e. EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	90 Days from the date of bid opening
EMD Amount	Urea - Rs.7.84 Lakhs. MOP / Ammonium Sulphate (AS) - Rs.6.50 Lakhs (Separate DDs / BGs / RTGS Payment to be given for Urea & MOP / AS).
EMD BG Validity	135 Days (90 Days + 45 Days). Up to 135 Days from the date of decrypting of techno-commercial bids.
<p><u>Submission of EMD :</u></p> <p>NSIC/DGS&D/MSME : Bidders with NSIC/DGS&D/MSME valid certificates seeking exemption from payment of EMD should upload a such valid certificate along with their bid. In the absence of such certificate, their bids will not be considered for exemption of EMD (Ref. Annexure-7).</p> <p>Tenderers should clearly specify the product handled for which seeking EMD exemption in their respective NSIC/DGS&D/MSME Certificates and upload the copy of the same.</p> <p>Tenderers who are submitting EMD payment in the form of DD / BG or thru RTGS should upload the scanned copy of the same on or before the Closing Date and Time of the Tender.</p> <p>Original EMD by way of DD / BG (Annexure –11) should be submitted in a Separate Sealed Cover superscribed as EMD for E-Tender No. ESER/COM/STEVEDORING/121217/004 Dated 29/11/2017.</p> <p>and the same should be sent to:</p> <p>The DGM-Commercial & MM, Madras Fertilizers Ltd., Manali, Chennai - 600068</p> <p>on or before 15/12/2017 (within 3 clear working days from date of opening of tender).</p>	
Security Deposit (SD)	5% of the contract Value in the event of placement of award of Contract.
Mode of Payment for EMD / SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee as per MFL Format (Annexure - 11 & 12) or thru RTGS.
Payment Term	Payment will be made as per the clause 18.2 (Annexure-2) of this tender Under remuneration/ Recovery, provided the bills are in order.
Contract Period	One year from the date of agreement extendable for One more year on same rates, terms & conditions on mutual consent.
Bid Evaluation Basis	Techno-Commercially qualified R1/L1 basis for individual operation of Urea and MOP/AS separately. Also Refer Annexure-6, Sl. No.6.0.0 of NIT.
Brief Description / Scope of Work	Refer Annexure-2
Reverse Auction / Negotiation	Refer Annexure-2, Sl. No.21 of NIT.

DGM-COMMERCIAL & MM
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600068

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ANNEUXRE -1

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)**
 - 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 authorized Certifying Authorities such as nCode / eMudhra /safe script.
 - 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
 - 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
 - 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
 - 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be liable for rejection.
 - 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
 - 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
 - 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / sent by courier / given in person to the Tender Inviting Authority (TIA), on any working day after e-publication of NIT and up to 3 clear working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
 - 1.1.9 **The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.**
 - 1.1.10 **It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC).GTC & STC can be accessed through Company's website.**
 - 1.1.11 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
 - 1.1.12 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.
 - 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
 - 1.1.14 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- 1.1.15 **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.**
- 1.1.16 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.
- 1.1.17 Each document to be uploaded through online for the tenders and should be less than 8 MB. 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 3 covers put together, should be less than or equal to 24 MB and supportive documents submitted against PQ criteria (separate cover) shall not exceed 25 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server site and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 **The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.**
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

ANNEUXRE -2

SERVICE CONDITIONS AND SERVICES TO BE PERFORMED BY STEVEDORING, C&F AGENT

SCOPE OF WORK:

The Stevedoring, C&F Agent shall carry out the following jobs :

The C&F Agent, on receiving intimation of appointment for handling the vessel, shall be in constant touch with the Ship owner's agents and ascertain the exact date and time of arrival of the vessel and arrange with Port authorities for berthing of the vessels and also inform to MFL time to time.

The C&F Agent, shall collect from MFL, shipping documents / nomination papers to complete all port related formalities, to arrange to prepare and execute custom related formalities (viz. finalization of Bill of Entry), to make payment of port dues and custom duties on behalf of MFL in prescribed time as may be necessary for commencement of discharge from the vessel immediately on arrival at Chennai Port and clearance of cargo for bagging / transportation operations and also to ensure clearance of cargo within free time so as to avoid vessel demurrage.

Coordinate with vessel agent for filing of Import General Manifest (IGM), to receive and accept Notice of Readiness (NOR), signing of Statement Of Facts (SOF), and to carry out Initial Draught Survey & Final Draught Survey on behalf of MFL.

Mechanical / Manual Stevedoring (including loading into truck or dumpers at wharf), handling and local shifting / transportation of bulk material in Jumbo bags up to sheds / silo in clean and leak proof trucks / dumpers, loading / unloading in Jumbo bags, stacking / re-stacking, loading into trucks.

C&F Agent is also required to load the Cargo in bulk / Jumbo bags at wharf / silo into the trucks to dispatch the material outside the Port to MFL plant.

Liaison with Port officials for bagging operations.

However, in situations where allotment of berth is delayed due to CPT rules / norms, the C&F agent shall take all efforts to maximize discharge and minimize the effect of pre-berthing detention, and also any such work for smooth handling of vessel operation, Cargo discharge and subsequent handling.

Commencement of work:

The C&F Agent shall commence the work immediately on receipt of the Contract award Letter / work order from MFL as the liability to perform the contract will begin immediately on receipt thereof. Formalities pertaining to Security Deposit and agreement and submission of any other documents, shall be completed within ten days. However, pending completion of these formalities the C&F Agent should be ready to commence the work. Failure to conform the above will result in forfeiture of EMD.

MFL reserves the right to get the job done by third party in part or full at the risk and cost of the C&F Contractor, if in the opinion of MFL the performance of the C&F is not satisfactory.

In the event any vessel is under discharge and/or the material is under dispatch on the last day of the C&F contract period (including in its extended period), the C&F would automatically get extended till the completion of entire operation and submission of final report by the C&F to the satisfaction of MFL.

1. Discharge Operations

- a) The C&F Agent shall arrange for discharge of Dry Bulk Fertilizers from the holds / hatches including those stowed in deep tanks, wing tanks, lockers, between decker's etc. of the vessel by utilizing ship's gear / derricks, port shore crane by means of slings or utilizing grabs, into trucks. All the required man power and equipment's to be arranged by C&F agent for discharging the cargo from the vessel. Stevedoring will be deemed to include dismantling

feeders, shifting boards, etc., which are necessary for expeditious discharge, stacking them after completion, sweeping and cleaning of holds, bilges, decks, etc. and other operations necessary for completing the discharge of the cargo.

- b) **In case of Urea, the entire cargo is to be bagged in Jumbo bags and transported to plant as mentioned in Annexure - 5B (Price Bid).** The C&F agent should make arrangement of mechanical devices to handle Urea in Jumbo bags. **With regard to MOP / AS, Cargo to be moved as mentioned in Annexure - 5A (Price Bid)** and cost per activity forms part of the tender. The spillages and contaminated cargo is to be transported to plant.
- c) Based on MFL Plant requirements, Import officials concerned shall communicate thru a letter, the ratio of dispatch of cargo from wharf to MFL Plant godown and wharf to Port Hired Godown to C&F Agent for each and every vessel before the arrival.
- d) In the event of any damage caused to the vessel or vessel's equipment during the course of discharge, the C&F Agent is liable to set right such damages to the satisfaction of the Chief Officer/Master of the vessel before the vessel sails off and all costs and expenses in this regard would be to the account of the C&F Agent. **A No Damage Certificate from the Master of the Vessel shall be obtained and submitted to MFL.**
- e) The C&F Agent shall ensure all steps to prevent loss/contamination of cargo during stevedoring operation by providing tarpaulins, save-all nets as may be required to minimize handling loss and also employ adequate labour to collect spillages / sweepings promptly without allowing the spillages to get deteriorated. The C&F Agent is also responsible for posting adequate supervisors and tally clerks to ensure proper supervision of the discharge operations.
- f) The minimum discharge rate from the vessel is to be maintained at following rates **PWWD SHINC.**
- | | |
|--|------------------|
| Urea | : 3000 MT |
| MOP / AS / Other Dry Bulk Fertilizers | : 3500 MT |
- g) Demurrage / dispatch money shall be determined on the basis of the above discharge rates. The dispatch money so calculated shall be paid to the C&F Agent @ 25% of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners / sellers. Payment of dispatch money to C&F agent will be made on receipt of the same from vessel owners. However at no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention. After berthing of the vessel, due to stevedoring, C&F agent's inefficiency, negligence or any other reason the assigned discharge rate is not maintained, MFL reserves the right to hold C&F agent responsible for **DEMMURAGE CALCULATED** on the basis of assigned discharge rate and recover it from C & F bills.
- h) If Port equipment has to be requisitioned for the MFL's work the Agent will notify the Port authorities well in advance so that the work does not suffer in the absence of such Port equipment. In case of usage of port equipment by the C&F Agent the necessary charges are to be borne by C&F Agent.
- i) If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, MFL shall not be liable for payment of any expenditure towards idle time of labour / equipment, etc. C&F Agent shall bear this expenditure.
- j) The C&F Agent shall be fully liable for any loss or damage to cargo arising out of or as a consequence of negligence on his part and or on the part of his employees, supervisors, labourers etc.
- k) The amount of such losses or damage shall be recovered by MFL @ 1.5 times of total landed cost of the cargo, and shall not be open to any question by the C&F Agent. MFL reserves the right to adjust the amount due from the Security Deposit, Pending Bills payable to C&F Agent and the balance if any will be payable by the C&F Agent.

2. The lay time calculations shall be as under:

- a) The lay time for C&F Agent shall commence from the time of berthing of vessel.
- b) In the event of Port closed due to non-operations viz. bandh, force majeure and the first shifting of vessel & interruption due to bad weather per Statement of Facts will be exempted.
- c) Interruption due to rain for the hours, mutually agreed to as per detention of time chart duly signed by Chief Officer/Master of vessel and incorporated in Statement of Facts [SOF] will be exempted.

The loss of lay time due to pre-berthing detention will be to MFL's A/c.

3. Cargo inspection:

Cargo in all hatches is to be inspected before commencement of discharge for any major variation in cargo characteristic with respect to what is stated in Bill of Lading. If cargo is wet, damaged or discolored, C&F agent has to issue letter to master of vessel for joint survey and findings of survey are recorded. Depending on the survey findings letter of protest is to be issued to the Master of vessel.

4. Loosening of Hardened Cargo:

In case where bulk cargo arrived in hardened condition or found hardened during the course of discharge, it shall be necessary for the C&F Agent to adopt special measures or devices to loosen the hardened cargo and render it free-flowing and capable of being discharged freely by mechanical grab/sling.

However, formation of lumps due to atmospheric conditions and which could be transformed into free flowing condition with minimum effort, do not constitute hardened cargo.

Whenever damaged or hardened cargo is noticed, the C&F Agent shall bring it to the notice of the MFL officials without loss of time and arrange for issue of Protest Note to the Owner's Agents / Master of the Vessel and arrange for joint survey.

5. Determination of cargo quantity:

The quantity of cargo unloaded and received by the C&F Agent from the ship will be determined by Final Draft Survey (DS).

6. Transportation and Unloading of Bulk Cargo:

- a. The C&F Agent shall transport Cargo in bulk or in Jumbo bags from Port premises to Transit shed / Port Godown / MFL Plant and from Rented / Port Godown to MFL Plant. The Godown should be leak proof / damp proof with proper protection.

The C&F Agent shall unload the Cargo in bulk moved from the Port by Trucks either to the Transit Shed or to the Rented Port Godown or to MFL Plant. The rate provided for the same is inclusive of cleaning the truck, collection of spillages / sweepings after unloading the bulk cargo. C&F agent is responsible for the safety of the product under their custody.

The C&F Agent shall take all steps to preserve the quality of the material in good condition and avoid contamination with dust and other foreign material.

The C&F Agent shall arrange collection of spillages promptly on wharf and godowns and avoid spillages getting mixed with the sweepings.

b. Stacking of Bags

C&F Agent will provide dunnage of bamboo mats or polythene liners to protect the cargo.

c. Delivery of bags

C&F Agent shall have his staff attending to deliveries, conversant with the MFL dispatch procedures. Random test weightment of loaded trucks will be done by the C&F Agent as per MFL advice.

7. Standardisation / Stacking / Delivery

a. Standardisation

Standardisation shall be deemed to include filling the bulk cargo in bags in order that each filled bag contains the standard net weight of 50 Kgs or the weight as prescribed by MFL from time to time, removing the standard bags from the scale, Machine-Stitching them by using threads as per MFL specifications in appropriate and satisfactory manner and carrying the stitched bags and stacking them or directly load them into Trucks. The rate for standardisation shall include the cost of twine to be used for Machine-Stitching and also for the supply of stitching machines.

The weighing machines are to be certified by authorized Govt. agency. They are required to be calibrated frequently and their maintenance is essential for consistent weightment of prescribed bag weights.

The C&F Agent shall take all steps to preserve the quality of the material in good condition and avoid contamination with dust and other foreign material.

The C&F Agent shall arrange collection of spillages promptly on wharf and godowns and avoid spillages getting mixed with the sweepings.

The C&F Agent shall segregate any damaged product and take up only sound product for standardisation. The C&F Agent shall avoid damage / discolouration to bags due to rough handling during standardisation.

Wherever cut and torn or mouth-open bags are found in stacks, C&F Agent shall re-bag them at his own cost. The C&F Agent shall standardise damaged material separately in the defaced gunnies with 50 Kg net and store them separately.

b. Stacking of Bags

Standardised bags are to be stacked to a maximum height of 20 bags in a countable manner. C&F Agent will provide dunnage of bamboo mats or polythene liners to protect the Cargo. The C&F Agent will not use of hooks during all the handling operations.

c. Delivery of bags

The C&F Agent shall load only the sound bags which will weigh 50 kg net or the weight as prescribed by MFL then and there for despatch to Plant/Warehouse/Dealers thru Trucks. C&F Agent shall have his staff attending to deliveries, conversant with the MFL despatch procedures. Random test weightment of loaded Trucks will be done by the C&F Agent as per MFL advice.

8. Rebagging :

The C&F Agent shall rebag loose Cargo such as spillages, sweepings or the contents of cut and torn or slack bags or if MFL authorities desire to do so for any other reason, into new

bags, fill them to the prescribed weight, machine-stitch and stack them. The C&F Agent shall collect the scrap gunnies released after various operations such as re-bagging, standardisation, etc, count, bundle, and stack them in accordance with the instructions of officer authorized by MFL.

9. Stenciling:

The C&F Agent shall, with their workers, stencil the bags with their own material as and when required, as instructed by the authorized officials of MFL.

10. Handling of Empty Gummies:

The C&F Agent shall arrange for transport (including loading) of New Empty Gummies (NEG) from MFL Plant or any other location as specified by MFL and unload the gunnies from Trucks and stack them in a countable manner and furnish periodical accounts as prescribed by MFL without fail.

NEG account shall be rendered by C&F Agent on completion of despatches of bagged quantity. For damages to gunnies, duty officer of MFL shall certify and incorporate in NEG account. For shortages of NEG beyond the prescribed norms / damage due to improper handling / dunnage, recovery will be effected at twice the cost of NEG.

It shall be the responsibility of the C&F Agent to keep the new empty gunnies in proper custody to prevent their misuse. The C&F Agent shall account for the bags utilized, released for manual/mechanical bagging. The permissible limit of five (5) bags per thousand (1000) bags used is allowed towards cut and torn while conducting the operations. The un-utilised NEG's are to be returned to MFL Plant

The C&F Agent shall be responsible for maintaining the account of the bags including empty gunnies accurately..

11. Non-Use of Hooks:

The C&F Agent shall ensure that their labour do not use hooks while handling the bags during the course of any of the operations detailed above. If, on any occasion, these instructions are not observed or the labourer found using hooks, the C&F Agent shall be made liable for losses due to such handling.

12. Bagging of Urea in Jumbo Bags of 1-2 MT capacity:

The Stevedoring, C&F Contractor has to buy the Jumbo bags at his own cost and transfer the Urea to MFL Plant through Jumbo bags of holding capacity 1-2 MT. Equipment's required for Jumbo bag operation in transporting Urea shall be borne by the Contractor. The Contractor has to take in to account all the above expenses while submission of the bid for Urea. After unloading the Cargo at MFL Plant, Contractor can take back their Jumbo Bags along with empty truck. **Hence, the bidder has to quote for Urea in Jumbo bags taking in to account of Jumbo bags cost.**

13. Handling Loss:

The weighment of the cargo is as per MFL weighbridge and is taken as final and binding on C&F Agent for calculating the total receipt of Cargo. The C&F agent shall take all steps to minimize product loss during all operations and ensure that the total loss in each vessel shall not exceed 0.3% of quantity received by the C&F Agent. MFL shall recover cost for any loss in excess of the above permissible limits, on vessel to vessel basis from the C & F bills.

14. Weighment:

The C&F Agent shall, as per the instructions given by the officer authorized by MFL, arrange to weigh the loaded trucks of bulk cargo and bagged cargo whichever the case may be, on weigh bridge at Port premises and obtain weighment receipts from the Port authorities / weigh bridge personnel. The total weighment charges will be paid in accordance with the Scale of Rates prescribed by Chennai Port Trust for the entire quantity weighed and moved to MFL Plant.

15. MFL weighbridge weight is final in calculating the total weight of cargo received at MFL Plant.

16.0 Documentation :

- 16.1 The C&F Agent shall keep in touch with local steamer agents and Port authorities regarding the arrival of Fertilizer ships on MFL account. As and when intimation is received from MFL, the C&F Agent shall obtain details of the cargo and promptly prepare and obtain clearance documents from Customs and Ports. After filing Bill of Entry, Import Application, Payment of Port Dues, Customs (Dues) Duty wherever necessary, obtains the Delivery Order from the Steamer Agents. In case original shipping documents are not made available, necessary guarantee / indemnity bond is to be given to the owner's agents for obtaining the Delivery Order. C&F Agent also arranges for cancellation of Provisional Duty Bond [PD] and refund of Extra Duty Deposit [EDD] from Customs Department immediately on completion of operation of vessel.
- 16.2 The C&F Agent shall receive the Notice of Readiness in accordance with the Charter Party terms. The C&F Agent shall keep an account of the time utilized for discharge and stoppages due to various reasons till completion of discharge. They shall be liable for any lapse on their part in preparing, maintaining and signing of the discharge Port documents, such as Statement of Facts, Dispatch or Delivery documents etc.
- 16.3 The C&F Agent shall provide list of representatives authorized to sign the delivery documents and the bills.
- 16.4 The C&F Agent shall strictly abide by all rules and regulations of Port and Customs while carrying out the various services under this contract.
- 16.5 **The C&F Agent shall be responsible to obtain Discharge completion Certificate and also "No Damage" to the vessel's equipment Certificate duly signed by the Master of the Vessel.**
- 16.6 The C&F Agent shall be responsible for preparation of Daily discharge report jointly signed by Chief Officer of the vessel and C&F agent, and signing of Statement of Facts (SOF) incorporating details of stoppages, Holidays, Shifting's, Quantities loaded in inaccessible places, breakdown of ships gear, etc. with all supporting documents. If SOF prepared by owner's agents, verify the details and incorporate appropriate remarks in consultation with MFL authorities to protect the interest of MFL. The C&F Agent shall sign on behalf of MFL and obtain signatures of Master of Vessel, Owners' agents jointly, on the Statement of Facts.
- 16.7 The C&F Agent shall obtain the required documents, short landing certificates, Port Out Turn reports and all other documents within the time limit prescribed under the applicable laws / rules and regulations and Charter Parties from time to time so as to enable him to substantiate the claims on behalf of the MFL and to obtain compensation from the carriers, Port Trust, Customs and other bodies and agencies and persons.
- 16.8 With regard to excess landed quantity, if any, the C&F Agent shall advise the Steamer Agents of the quantity excess landed and request them to issue a supplementary Delivery Order for the clearance of the excess landed cargo expeditiously. It should be the C&F Agent's responsibility to clear the same without incurring demurrage, but if the cargo has already incurred demurrage the Steamer agent should be advised of the same in writing and advised to pay the demurrage before clearance of the material.

16.9 In all refund applications/claims filed by the C&F Agent on behalf of the MFL with Customs, Port Trust, Carriers/Vessel Agents etc. the C&F Agent should incorporate the following clause:

“Any refund, other amount payable/repayable arising out of this claim is payable to Madras Fertilizers Limited, payable at Chennai”

16.10 The C&F Agent shall furnish details of discharge, delivery, inventory, etc., on a daily basis, as per the format designed by MFL at the prescribed time. The C&F Agents should also provide MFL, the copies of shift report/daily report submitted to Chennai Port Trust.

17. Other Functions and Responsibility:

17.1 The C&F Agent shall be responsible for the safety of the goods kept under their custody whether in godowns, Port Transit Sheds, Trucks, etc.

17.2 The C&F Agent shall provide tarpaulins on the decks of the trucks, and cover the goods properly and securely so as to avoid any loss or damage in transit.

17.3 The C&F Agent shall engage at their expense competent and adequate staff and labour to the satisfaction of the authorized officials of MFL for ensuring efficient handling and transport of fertilizers and furnishing correct and up to date position / information / progress of work, statements and accounts.

17.4 The C&F Agent shall be responsible for the good conduct of their employees and shall compensate MFL for losses arising from negligence, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives.

17.5 The C&F Agent shall have the concerned staff sufficiently trained to handle dispatch documents in accordance with MFL procedures.

17.6 The C&F Agent shall on behalf of MFL prepare Promptly and within the prescribed time limit all claims with Customs, Carriers, Vessel Agents and Shipping lines, Insurance, Port Trust etc., with a copy to the MFL's Head Office, Manali and pursue the same till they are settled. In case if MFL prefers claim with Customs / Port / Vessel agent it will be the obligation of the C&F agent to pursue for settlement, notwithstanding the expiry of time or termination of the Contract.

17.7 The C&F Agent shall wherever required obtain at his cost passes for him, his workers and representatives for entering inside the Port. The C&F Agent shall also at his cost arrange for permits for operation of the trucks inside the Port or any other restricted areas.

18. Remuneration / Recovery:

18.1 The C&F Agent shall be paid remuneration in respect of the services performed by them at the contracted rates as shown in the Schedule of Rates (Annexure - 5 A & 5 B). If the C&F Agent is required to perform any services in addition to those specifically provided for in the contract and the annexed schedule, the remuneration for the same will be fixed by mutual agreement.

18.2 Bills will be submitted, in duplicate, once a week, with necessary attachments strictly in the form and manner prescribed by MFL for the services performed. Payment will be made as per the following schedule, provided, the bills are in order:-

- 50% of the value of the bill will be released on the following working day;
- The balance will be released on the 15th day, and if the 15th day happens to be a holiday, the following working day. Defective bills will be returned for rectification / correction will carry the revised date. For the purpose of payment, the date on which the corrected bill received at MFL will be reckoned.

- 18.3 The payments will be made by E-payment only. The C&F agents shall neither be entitled to any interest on the amount of bills raised nor the delay in payment, if any, will give any right to the contractor to suspend the work under this contract.
- 18.4 MFL is entitled to and reserves the right to recover from the pending bills of the C&F agent any amount that is due to MFL from the C&F agent, notwithstanding the other means of recovery.
- 18.5 The quantity actually dispatched and cleared shall be the basis for payment of C&F Agent's bills. The C&F Agent will submit his bills periodically to the MFL's Head Office, Manali for verification and payment.
- 18.6 The rates agreed are all inclusive and without any exception and include all labour costs, levies, Port and Custom overtime, detention charges, charges for hire and use of mechanical equipment's and all other expenses.
- 18.7 The rates as agreed are inclusive of all applicable taxes and levies, if any. The C&F Agent shall pay all taxes and levies, if any leviable in respect of the operations governed by this Contract including service tax.
- 18.8 The quantum and amount of any losses/damages to the MFL including packing material will be determined solely by the MFL and will not be open to any question by the C&F Agent.
- 18.9 MFL shall have the right to recover the value of such loss or damages from the bills of the C&F Agent or from the security deposit.
- 18.10 The C&F Agent shall at his expense comply with all labour and industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the C&F Agent in respect of his employees, casual workmen employed/engaged by him in connection with the work of the MFL and "From the payments to the contractor against the bills for the services rendered, amount towards statutory levies and wage to the contract workmen to be made by the contracts 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"
- 18.11 The MFL will be entitled to deduct directly from the bills to be paid to the C&F Agent any sum or sums payable by the MFL and which sum or sums the MFL is required to pay as a Principal employer on account of the C&F Agent's default in respect of all liabilities and obligations referred to in preceding clauses.
- 18.12 The C&F agent shall be responsible for performing any of the services mentioned above during nights without any extra remuneration. The C&F Agent shall indemnify the MFL and every member and Officer and employee of the MFL against all the actions, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in the preceding clauses. The C&F Agent shall be liable to reimburse the employee and keep indemnified the MFL in respect of all actions, claims, procedure, demands, cost expenses, which the MFL may have to incur on account of act, omission, causing damage to property/fixtures of the Port, go downs belonging to the MFL or its customers, etc. or from default by the C&F Agent under the preceding clauses.

19. Force Majeure:

The terms and conditions hereof shall be subject to force majeure. Neither MFL nor C&F Agent shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of any act of God, War, hostilities, revolution, civil commotion, strike, epidemic, accident or fire, or because of any Law, Order, Proclamation, Regulation or Ordinance of any Government or Local Authority or because of any other cause whether of similar or dissimilar nature which is beyond the reasonable control of the party affected. Should the MFL or the C&F Agent or both of them be prevented from fulfilling their contractual obligations due to force majeure lasting continuously for a period of two weeks, both MFL and the C&F Agent shall consult with each other, regarding the future implementation of the contract. The Stevedore cum

Clearing & Forwarding Agent shall be entitled to the benefit of this clause only if they inform of the circumstances amounting to force majeure to MFL within twenty four hours of the happening thereof by telegram/fax/ e mail immediately followed by a confirmatory letter sent by Registered Post with acknowledgement due.

20. Arbitration

“Any or all disputes arising out of the contract/agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras, Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this Clause and such Arbitration shall be in English and take place in the city of Chennai”.

21. REVERSE AUCTION AND / OR NEGOTIATION :

Reverse auction: Reverse Auction will be conducted where there is more than 1 techno-commercially qualified bid.

Negotiation: Applicable in the following circumstances:-

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

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders thru a Business Rule Document (Refer Annexure-14). If Reverse Auction is conducted, the same will be intimated in advance to the techno-commercially shortlisted tenderers to enable them to indicate their acceptance for participation in the Reverse Auction by signing the Business Rule Document.

Negotiation with L1/R1 Tenderer : Subsequent to Reverse Auction process, if MFL deems it fit to conduct negotiation with the L1/R1 Tenderer, MFL reserves the right to do so by inviting the R1 Tenderer in person to finalize the price.

22 . PENALTY CLAUSE :

The quantity to be handled for all Operations as per Price Bids (Annexure : 5A & 5B) over a specified period. In case of any shortfall on the part of the Contractor in Handling the quantity for reasons not acceptable to MFL, then MFL shall levy a penalty of Rs.25/- PMT for the deficit quantity.

In case of failure on the part of the Contractor to handle the specified quantity within the specified period, MFL shall have the liberty to engage any other agency/party to carry out the job. The expenses incurred in this regard will be recovered from the Contractor.

Penalty for non-performance will be levied to the maximum of 5% of Handling charges for all operations on Shipment to Shipment basis.

ANNEXURE-3

PRE-QUALIFICATION CRITERIA

- Should possess valid license for Stevedoring, C&F Operations at Chennai Port.
- Should possess Office at Chennai.
- Should possess Indian Customs House Agent license in their own name or tie up arrangement with their Associates/Sister concern to handle Dry Bulk at Chennai Port.
- Tenderers to provide go-down facility for storing Dry Bulk at Chennai Port during vessel handling
- Experience details in handling Dry Bulk at any Port in last Seven financial years.
- The Tenderer should not have any legal dispute/case against MFL and other PSUs.
- The bidder should produce Solvency Certificate from Banker for Rs.25 Lakhs.
- The following eligibility criteria for turnover for individual products or put together is as follows:

Estimated Value of the Contract:

- 1) For Urea (Approx.) : Rs.3.92 Crores
- 2) For MOP & AS (Approx.) : Rs.3.25 Crores

- a) Average Annual financial turnover during the last 3 Years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- b) Experience of having successfully completed similar works in Handling Dry Bulk during last 7 Years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - 1) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

(or)
 - 2) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

(or)
 - 3) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Documents required

1. Experience Certificate supporting the service
2. License Copy supporting CHA and Stevedoring, Clearing and Forwarding
3. GST Registration / Service Tax registration copy
4. PAN copy
5. ITR (Income Tax Return) copies for last two years (2015-16 & 2016-17)
6. Partnership Deed/Memorandum of Articles of Association
7. Statement of Profit & Loss for the the past Seven years ending March-2017.
8. Annual Financial Turnover for the past Three Years ie., 2014-15, 2015-16 & 2016-17.
9. Necessary document proof to be produced in support of conditions prescribed in the Pre-qualification criteria.

Note: Copies of the above documents are to be uploaded as Attachment with the on-line submission of bids. Tenders not accompanying documentary proof are liable for rejection.



ANNEXURE - 4 A

E-TENDER NO: ESER/COM/STEVEDORING/121217/004 DATED 29/11/2017

COMMERCIAL BID

SL.	DESCRIPTION	
	NAME OF TENDERER	
1	EMD Details of BG / DD / RTGS (or) Particulars of NSIC / MSME / DGS&D exemption certificates	
2	Registration No of the Firm	
3	Organisation Category (Sole Proprietor / Partnership / Private Limited / Public Limited)	
4	Whether having Office at Chennai	YES / NO
5	Office Address at Chennai	
6	PF, ESI CODE	
7	GST Registration No.	
8	PAN No.	
9	Whether Blacklisted or kept on Holiday list by any Govt Organizations / PSUs	YES / NO
10	Acceptance to submit 5% Security Deposit within 10 Days in the event of placement of LOI	YES
11	Acceptance for Bid validity of 90 Days from the date of Opening of Bids	YES
12	Acceptance for all tender norms, terms & conditions as per MFL's NIT	YES
13	Turn Over for the previous Seven Years from 2010 to 2017 for Handling Dry Bulk	Rs. In Crores
	2010-2011	
	2011-2012	
	2012-2013	
	2013-2014	
	2014-2015	
	2015-2016	
2016-2017		
14	Enclosed IT Return copies for the last two years (2015-16 & 2016-17)	YES / NO

Signature, Name & Designation of Authorized person:

ANNEXURE - 4 B

E-TENDER NO: ESER/COM/STEVEDORING/121217/004 DATED 29/11/2017

TECHNICAL BID

Sl.	DESCRIPTION	
	NAME OF TENDERER	
1	Experience details in handling any Dry Bulk at any Port in the past Seven financial years (2010-11 to 2016-17)	
2	Stevedoring License No / Validity at Chennai Port	
3	CHA License No / Date / In the name of / Validity	
4	Will Provide Godown facility at Chennai Port during vessel handling	YES / NO
5	Will provide Mechanical Devices (Hopper to handle Urea in Jumbo bags, Grab, JCB, Crane etc.,) & Tippers	YES / NO

Signature, Name & Designation of Authorized person:

ANNEXURE- 5 A

**Schedule of Rates for handling Imported Dry Bulk Fertilizers at Chennai Port : 2017-18.
Tenderers are requested to quote for all the operations & for all the products listed below.
Product : MOP / Ammonium Sulphate (AS)**

Sl. No.	Activity	Product	Qty (MT)	Rs. in Fig / MT	Rs. in Words / MT
1.00	Stevedoring & Handling				
1.11	All Operations on board and Loading in to Trucks in Bulk #	MOP / AS	66000		DO NOT QUOTE PRICE IN THIS FORMAT. PRICE SHOULD BE QUOTED IN ON-LINE PRICE BID FORMAT ONLY.
2.00	Transporting & Unloading				
2.10	Transportation in Bulk from Wharf to MFL Plant during Vessel stay at Chennai Port	MOP / AS	8200		
	Wharf to Port Hired Godown				
2.11	Transportation to Port Hired Godown	MOP / AS	57800		
2.12	Transportation from Port Hired Godown to MFL Plant in bulk including Loading & Unloading	MOP / AS	32800		
3.00	Storage Charges Rs. / MT / Month at Port Hired Godown				
	First Month Storage charges :	MOP / AS 1st Month	57800		
	Second Month Storage charges	2nd Month	33815		
	Third Month Storage charges : Left over quantity to be moved to MFL Plant	3rd Month	8815		
4.00	Standardisation*				
	Standardisation - Weighment, Machine Stitching and Stacking, De-Stacking and loading into Trucks at Port Hired Godown	MOP / AS	25000		
	Total amount in Rs.				

Total Quantity of 66,000 MT (in 2-3 Shipments) includes 41,000 MT towards movement to MFL Plant from Chennai Port and remaining 25,000 MT of MOP for Standardisation at Port Hired Godown (Trading).

*includes taking delivery of New Empty Gunnies (NEGs) from MFL Plant and Unloading, Storing, stacking / bundling of scrap gunnies and transporting the used / unused NEGs to MFL Plant & De-stacking / re-standardisation / re-stacking for cut/torn and damaged bags.

- a) In respect of MOP / Ammonium Sulphate (AS) shipment handling, minimum 20% quantity should be moved from Wharf to MFL Plant during the Vessel stay at Chennai Port.
- b) The balance 80% shall be moved to Port Hired Godown. Storage rental charges will be applicable after ship's sailing date.

The movement of quantity to MFL Plant from Port Hired Godown will be at the rate of 800 MT per Day on daily basis (i.e .24,000 MT per Month). However, the final 20% of the Cargo to be moved to MFL Plant only after receipt of Lab Analysis Report from Regional Fertilizer Control (RFC) Laboratory at Chennai.

- c) The above schedule of Cargo movement has to be maintained unless specifically MFL advises in writing to hold the stock at Port Hired Godown and or also to move additional quantity to MFL Plant based on MFL's requirement. However, the entire movement should be completed within 3 Months from the date of receipt of the shipment. The Storage charges beyond 3 Months will be paid as per 3rd Month Port Hired Godown Storage Charges.

- All rates are inclusive of Statutory levies and taxes (GST) & Other Cess.
- Bid Validity : 90 Days from the date of bid opening.
- Reimbursement of Weighment charges as per Port schedule of rates.

Note: A separate price bid in excel format is attached. Bidders should quote the prices inclusive of Statutory levies / GST only in that format. Bidders should ensure that prices should not be indicated anywhere in the un-priced part.

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.

ANNEXURE- 5 B

Schedule of Rates for handling Imported Dry Bulk Fertilizers at Chennai Port : 2017-18.

Product : Urea in Jumbo Bags

Sl. No.	Activity	Product	Qty (MT)	Rs. in Fig / MT	Rs. in Words / MT
7.00	Stevedoring & Handling				
7.11	All Operations on board and Loading in to trucks in Jumbo bags / Bulk*	Urea	45000		DO NOT QUOTE PRICE IN THIS FORMAT. PRICE SHOULD BE QUOTED IN ON-LINE PRICE BID FORMAT ONLY.
8.00	Transporting & Unloading				
8.11	Transportation of Urea in Jumbo bags from Wharf to MFL Plant during Vessel stay at Chennai Port (20% of Cargo)	Urea	9000		
	Wharf to Port Hired Godown				
8.12	Transportation of Urea to Port Hired Godown in Bulk (80% of Cargo)	Urea	36000		
8.13	Transportation of Urea in Jumbo bags to MFL Plant from Port Hired Godown (including Loading from Port Hired Godown & Unloading at MFL Plant)	Urea	36000		
9.00	Storage Charges Rs. / MT / Month at Port Hired Godown				
9.11	Port Hired Godown (80% of Cargo Storage charges for First month)	Urea	36000		
9.12	Port Hired Godown (@26.6 % of Cargo Storage charges for Second month)	Urea	12000		
9.13	Port Hired Godown (@13.3% of Cargo Storage charges for Third month)	Urea	6000		
	Total amount in Rs.				

* Jumbo Bags are to be procured / arranged by the Vendor and can be re-used. The proportionate cost of Jumbo bags are to be included in the activity 7.11.

- All rates are inclusive of Statutory levies and taxes (GST) & Other Cess.
- Bid Validity : 90 Days from the date of bid opening.
- Reimbursement of Weighment charges as per Port schedule of rates.

Above quantity of 45,000 MT of Urea shall be received in **2 shipments**.

- a) For Urea in Jumbo bags, minimum 20% of Cargo to be moved from Wharf to MFL plant during the Vessel stay at Chennai Port and balance 80% shall be moved to Port Hired Godown. Storage rental charges will be applicable after ship's sailing date.
- b) Overall 80% of Cargo to be moved to MFL Plant from Port Hired Godown at the rate of 800 MT per Day on daily basis (i.e .24,000 MT per Month). However, the final 20% of the Cargo to be moved to MFL Plant only after receipt of Lab Analysis Report from Regional Fertilizer Control (RFC) Laboratory at Chennai.
- c) The above schedule of Cargo movement has to be maintained unless specifically MFL advises in writing to hold the stock at Port Hired Godown and or also to move additional quantity to MFL Plant based on MFL's requirement.. However, the entire movement should be completed within 3 Months from the date of receipt of the shipment. The Storage charges beyond 3 Months will be paid as per 3rd Month Port Hired Godown Storage Charges.

Note: A separate price bid in excel format is attached. Bidders should quote the prices inclusive of Statutory levies / GST only in that format. Bidders should ensure that prices should not be indicated anywhere in the un-priced part.

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.

ANNEXURE- 6

GENERAL INSTRUCTIONS TO TENDERERS

1.0.0 MFL propose to Import approx. 1.11 Lakh Tons of Bulk Cargo consisting of 45,000 MTs of Urea (In 2 Shipments) & 66,000 MTs of MOP / Ammonium Sulphate - AS (In 2-3 Shipments) or any other Dry Bulk Fertilizers.

Payment will be made on the quantity actually handled, based on activities. The quantity is only indicative and no guarantee will be given as to any definite volume of work which will be entrusted to the C&F Agent at any time as these figures are likely to vary or even become Nil and is solely at the discretion of MFL.

In case of Import of Ammonium Sulphate (AS) or any other Dry Bulk Fertilizer (DBF) is necessitated, the un-utilized quantity of MOP may be ear marked for handling AS or any other DBF at the same weighted average rate awarded for MOP.

2.0.0 Information about tenderers

The tenderers shall furnish at the time of submission of the tender, complete, correct and precise details about themselves. If the tenderer fails to enclose relevant documents / certificates, the tender will be liable for rejection.

Proof of ESI, PF, GST registration and latest two years returns are to be submitted.

3.0.0 Signing of the Tender and documents

3.1.0 The tender form is to be duly filled in all respects by the Tenderer(s).

3.2.0 The tender and all connected documents shall be signed by all the partners / Directors / Members of the firm / company or any such person who has full authority to bind all the Partners/Directors/Members of the firm / company

3.3.0 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 a Limited Company.

3.4.0 In the case of Partnership firms, 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. Partnership deed duly signed by Partners shall be attached to the tender.

3.5.0 In the case of Limited Company, the names of all the 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.

3.6.0 The person signing the tender form or any document 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 favour stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract, including the arbitration clause.

4.0.0 Period of Contract:

4.1.0 The period of contract will be for one year from the date of agreement. It can be extended for another period of one year at the same rates, terms and conditions as mutually agreed upon.

5.0.0 Security Deposit:

The C&F Agent shall furnish Security Deposit within 10 Days from the date of intimation of selection @ 5% on contract value awarded to successful Bidder / Bidders in the form of a Bank

Guarantee from a Nationalized / Scheduled Bank (as per Annexure 12) valid for a period of 15 Months and with a claim period of 3 months (or) by way of Demand Draft in favour of “**Madras Fertilizers Limited**” payable at **Chennai** (or) thru RTGS (as per Annexure 15). Such deposits shall not attract any interest.

The BG should be directly sent to MFL by the issuing bank. Where the security deposit is submitted by the contractors by means of BG, the independent confirmation for having issued the BG should be sent immediately by the Bank, directly to **DGM-Commercial & MM, Madras Fertilizers Limited, Manali, Chennai - 600068.**

6.0.0 Methodology of Evaluation / Selection of Lowest Bidder:

a) For MOP / Ammonium Sulphate (AS):

The Lowest Bidder (R1/L1) will be selected and contract awarded on the basis of weighted average cost per ton. This will be worked out by multiplying the quote with quantity indicated against each operation and likewise for all operations and then arrived at an average cost per ton combined for MOP / Ammonium Sulphate.

b) For Urea:

In case of Urea the bidder should quote rates for handling Urea by using Jumbo bags. R1/L1 will be selected and contract awarded on the basis of lowest cost in using Jumbo bag operation for transporting Urea from Chennai Port to MFL Plant. Since the jumbo bags are reusable, the bags have to be arranged on their own by Stevedoring, C&F contractor. Accordingly the quote has to be submitted inclusive of Jumbo bags usage operation as mentioned in the price bid.

The Lowest Bidder (R1/L1) will be selected and contract awarded on the basis of weighted average cost per ton. This will be worked out by multiplying the quote with quantity indicated against each operation and likewise for all operations and then arrived at an average cost per ton for urea.

Bidders can apply for both or any one of the above operations. EMD and Security Deposit has to be remitted accordingly

7.0.0 Quoting of rates:

7.1.0 The C&F Agent should quote rates per metric ton basis inclusive of all statutory levies, taxes / GST etc., as per Schedule of Rates - BOQ (Annexure-5A & 5B)

The rates should be mentioned both in words and figures. Quoting of rates in figures and words is mandatory. The rates so quoted shall be all inclusive and no extra claim will be entertained.

7.1.1 In respect of Urea, since the Jumbo bags have to be procured by bidder itself the Proportionate cost of the jumbo bags may be loaded in the 7.11 operation of Annexure 5B (Price bid for Urea)

7.1.2 The rates quoted should be inclusive of all duties, taxes, charges and any other levies charges such as labour cost, levies, overtime, custom overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment (viz) Excavator, Crane, JCB, Mobile Crane etc. MFL shall not entertain any claim for extra payment on what so ever account.

7.1.3 Statutory cargo related charges (viz) Port dues / Custom duty / Stamp duty will be paid to Port / Custom authorities by MFL as per relevant notification. The C&F Agent will assist MFL in this matter to deposit the same with concerned authorities. The C&F Agent / his associate or sister concern has to coordinate with customs for arriving correct workings of customs duty payment. The total responsibility lies with the stevedoring contractor only.

Annexure -7

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- The tenderer shall submit the Earnest Money Deposit as mentioned in **DESCRIPTION column (Page 2 of NIT)** by way of Demand Draft drawn in favour of “**Madras Fertilizers Limited**” payable at Chennai or Bank Guarantee (BG) as per the MFL’s format (**Annexure 11**) valid for **45 Days beyond the offer validity period of the bid. (90 + 45 = 135 Days)** or thru RTGS payment (as per Annexure-15)
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to **DGM-Commercial & MM, Madras Fertilizers Limited, Manali, Chennai - 600068.**
- NSIC / DGS&D / MSMEs registered bidders seeking EMD exemption should enclose valid Certificate of such registration. They should upload the relevant Certificate copy before the closing date and time of tender
- EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderers once it is determined that they will not be awarded the contract or immediately after the award of contract.
- After submission of 5% of the contract value as security deposit, by way of DD / BG / RTGS by the successful tenderer, EMD submitted will be returned to them.
- Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, without prejudice to MFL’s rights to initiate other legal action, for losses, if any , suffered by MFL, even after forfeiture of EMD.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- Tenderers who are submitting EMD payment in the form of **DD or BG / Details of RTGS** should upload the **scanned copy** of the same on or before the Closing Date and Time of the Tender. The original EMD DD / BG should be sent directly to **DGM-Commercial & MM, Madras Fertilizers Ltd., Manali, Chennai 600068** with clear superscription on the cover as “**EMD for Stevedoring, Clearing & Forwarding Agents for Handling Dry Bulk Fertilizers at Chennai Port “E-TENDER No : ESER/COM/STEVEDORING/121217/004 Dated 29/11/2017” on or before the date 15/12/2017.**

ANNEXURE- 8

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful tenderer irrespective of holding NSIC / DGS&D / MSME Certificates shall have to make Security Deposit (SD) to the tune of 5% of contract value within 10 Days from the date of LOI/Award Of work, either by Demand Draft or BG as per the format (**Annexure 12**) valid for a period of 15 months and with a claim period of 3 months or thru RTGS (as per Annexure-15). Independent confirmation for having issued the BG by the concerned bankers should be sent directly to **DGM-COMMERCIAL & MM, MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI - 600068**.
- ❖ 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 supply 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 besides forfeiture of EMD.
- ❖ 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 contractor or due to termination of the contract or contractor 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 contractor and shall not be called into question
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall submit either by DD or by BG in approved format (Annexure: 12) 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.

ANNEXURE -9

INFORMATION ABOUT THE TENDERER

1. Name of the Tenderer :
2. Address of the Tenderer's Registered Office :
3. Chennai Office address (Attach proof) :
Telephone Number :
Fax Number :
E-Mail :
4. Registration number of the firm (copy to be enclosed) :
5. Organization structure (Sole Proprietor/ Partnership/Private Limited/Public Limited) (copy to be enclosed) :
6. Name of Proprietor/Managing Partner/ Managing Director (attach copy of Partnership Deed/Memorandum and Articles of Association as applicable) :
7. Name of the person authorized to sign the Tender and related documents :
8. Name and Designation of the person with whom MFL may correspond :
9. PF / ESI Code (Proof to be enclosed) :
10. Details of Service Tax Registration (Copy to be enclosed) :
11. Stevedoring license No. at Chennai /Date/In the name of/ Validity (Please enclose copy of stevedoring license) :
12. CHA License No. /Date/In the name of/ Validity (Please enclose copy of CHA) : }

13. PAN No. (copy to be enclosed) :
14. GST Registration No. (Proof to be enclosed) :
15. Experience details in handling any Dry Bulk at any Port for the past Seven financial years.

16. Turnover for the past Seven years ending March 2017

Work experience may kindly be given in the format as mentioned below:

Year	Name of the Importer	Type of Dry Bulk handled & bagged	No. of shipments	Contract value (Rs.in lakhs)	Volume in MTs

17. Whether any legal disputes with MFL / other Companies :

18. Maximum discharge rate (in MT's) achieved in any of

a) The last two years :

b) Maximum quantity bagged per day in MT's in last two years :

19. Acknowledgement of income tax returns filed For the last two years- 2015-16 & 2016-17 (Copies to be enclosed) :

20. Whether black listed / kept in Holiday list by any Government / PSUs from participating in any Stevedoring, C&F tender:

21. Whether Solvency Certificate from Banker for Rs.25 lakhs is enclosed :

I / We hereby certify that we have read and understood the terms and conditions and details furnished above are true to the best of my/our knowledge.

Date:

Tenderer's signature with seal

Note:

- a) The tenderer has to upload the relevant documents/certificates mentioned as above.
- b) The stevedore contractor / C&F Agent, though the CHA license is in the name of sister concern or associate of stevedoring contractor with tie up arrangement, the stevedoring contractor who is signing the contract is ultimately responsible for all functions and execution of activities mentioned in the tender.

ANNEXURE -10
TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Liquidated Damages Clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s National Informatics Centre provided the training to participate in e-tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s National Informatics Centre.
- Declares that we have not been black listed by any Government / PSUs from participating in any Stevedoring, C&F tender.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

ANNEXURE -11

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

Whereas (Herein after called the ‘tenderer’) has submitted their offer datedfor the service provided vide E-Tender No. (Hereinafter called the “Contract”) against the MFL’s tender enquiry No..... KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto Madras Fertilizers Limited (hereinafter called the “Company”) in the sum of Rupees for which payment will and truly to be made to the said Company, 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 Contract.
- 2 If the tenderer having been notified of the acceptance of his tender by the Company during a period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept /execute the contract.

WE undertake to pay the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company 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 up to 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 & address of the Bank and address of the Branch.

ANNEXURE- 12

BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600068 (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 _____, Letter of Indent _____ dated _____ made between Madras Fertilizers Limited and _____ for the service vide E-Tender _____ (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 ` _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding ` _____ (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 ` _____ (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 `_____ (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 - 13
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 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		
BANK SWIFT CODE (For foreign vendors)		IFSC 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:

ANNEXURE - 14

MATERIAL FOR BID:

Bidding will be on Total Cost of Ownership (TCO) i.e. (Inclusive of Taxes, Duties, Freight, Insurance & other charges) for **STEVEDORING, CLEARING & FORWARDING AGENT FOR DRY BULK FERTILIZERS AT CHENNAI PORT.**

E-TENDER NO : ESER/COM/STEVEDORING/121217/004 DATED 29/11/2017

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. MFL will provide, if require the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to MFL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
8. The lowest bidder has to send a fax or scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL through service provider within 24 hours of action without fail.
9. Any variation between the on-line seal bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct Auction with MFL as per prevailing procedure.
10. In case MFL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with MFL shall be opened as per MFL standard practice.
11. **SPECIAL INSTRUCTIONS:** Bidding within the last minute and seconds should be avoided in the bidders own interest. Neither the Service Provider nor MFL is responsible for any internet speed slowdown or outage or due to any such failure on the part of the bidder, in such cases.
12. **All other Terms & conditions as per MFL STEVEDORING, CLEARING & FORWARDING AGENT FOR DRY BULK FERTILIZERS AT CHENNAI PORT, E-TENDER NO : ESER/COM/STEVEDORING/121217/004 DATED 29/11/2017.**
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

Auction Rule for finalization of the Contract :

MFL shall finalise 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 and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to the **service provider**. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload 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 uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either MFL or the service provider are not responsible for this unforeseen circumstances.

In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back – up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and MFL is not responsible for such eventualities. **Bidding in the last minutes and seconds should be avoided in the bidders own interest.**

2. The **Bob-tech** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Auction Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Starting Bid/Bid Decrement:** The opening price shall be the **lowest price of sealed bids** and the bid decrement shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the site.

The start bid price and the decrement value for the Reverse Auction will be communicated by MFL through a email to the Bob-tech before the start of Reverse Auction. In the event of the Bob-tech uploading the Start Bid price and decrement value wrongly (other than indicated by MFL through mail) due to human error or due to any other reason, MFL reserves the right to withdraw such wrongly uploaded Start bid price and decrement value and upload again the correct start bid price and decrement value and continue the Reverse Auction with that Start bid price and decrement value. Till such time the correct Start bid price and decrement value uploaded and seen by the participants, the Reverse Auction is set to be under hold and the participants are to wait till it is restarted.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The Exchange Rate, if any (in case of foreign currency) will be

intimated a day prior to the date of Auction. The price bid placed during the “Sealed Bid Auction” as well as “Reverse Auction” shall be the total price for each item.

5. **BID PRICE:** The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of **60 days** and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.

9. **Procedure of Reverse Auctioning**

- i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to MFL or less. The bidders shall confirm in writing to MFL that their opening bid shall be same as that quoted in their final sealed price bid submitted against the above Tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. **Bidders are advised to uniformly reduce their rates in all the items for which they have quoted.**
- iii. **English Reverse (no ties) {Reverse Auction}:** MFL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
- iv. **Those vendors, who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
- v. **Sealed Bid auction will be for 15 minutes and English Reverse auction (no ties) shall be for a period of one hour.** If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
- vi. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**
- vii. The bid decrement amount shall be specified by MFL before start of bidding.
- viii. Any commercial loading if any, shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
- ix. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.

10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Excel Format (if provided during intimation of conducting Reverse Auction) after the completion of Auction to MFL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
11. During English Reverse auction (no ties), if no bid is received within the specified time, MFL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, MFL shall take action as appropriate.**
13. You shall be assigned a **Unique User Name & Password** by the service provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from MFL / the Bob-tech to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
14. At the end of the Reverse Auction, MFL will decide upon the winner. MFL's decision on award of Contract shall be final and binding on all the Bidders.
15. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
16. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

ATTACHMENT-I

ONLINE BIDDING/ Reverse Auction Methodology.

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by the **service provider**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, MFL and / or **the Bob-tech** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
 - 1) Online Sealed bid.
 - 2) English Reverse Auction No Ties. (Refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
 1. Leading Bid in the Auction.
 2. Your Rank.
 3. Bid Placed by you.
 4. Opening Price.
 5. Min Decrement.

8. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
9. **AUTO BIDS:** Auto bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Auto feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

 - The Auto bid amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.
 - Bids are submitted in decrements (decreasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as auto or standard bids.
10. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.
11. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of MFL to any other party.
 - MFL's decision on award of Contract shall be final and binding on all the Bidders.
 - MFL along with **the Bob-tech** can decide to extend, reschedule or cancel any Auction. Any changes made by MFL and / or **the service provider**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - **Bob-tech** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - **Bob-tech** is not responsible for any damages, including damages that result from, but are not limited to negligence. **Bob-tech** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
12. All the Bidders are required to submit the Agreement Form (Attachment -II) duly signed to **Bob-tech** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
13. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to **Bob-tech** for further proceedings.

ATTACHMENT-II

Process Compliance Form

(The bidders are required to print this on their company's letter head, sign & stamp before mailing / faxing)

ARD Ref No: MFL/RA/

Date : ____ / ____ / 2017

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

Dear Sir,

**Reverse Auction for STEVEDORING, CLEARING & FORWARDING AGENT FOR DRY BULK FERTILIZERS AT CHENNAI PORT
(MFL Tender Ref : ESER/COM/STEVEDORING/121217/004 Dated 29/11/2017)**

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the ARD. We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by BOB tech in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the ARD/ARD from the website of the BOB tech/MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Bob-tech/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. Bob/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at Bob directly or indirectly in the process of online bidding. Bob is not responsible for if any disputes or disagreements occur in between buyers & seller (vice versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) and can accept or reject any of our bids without assigning any reasons whatsoever.

We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

We confirm, if allotted, we will honour our online bid(s), which is legally binding on us.

Signature :

Name :

Designation :

Company Seal :

Post Bid Document
ATTACHMENT-III

ARD Ref No: MFL/RA/

Date : ____ / ____ / 2017

To

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

Sub: Final price quoted during online reverse auction conducted on _____/2017 and price break up–of STEVEDORING, CLEARING & FORWARDING AGENT FOR DRY BULK FERTILIZERS AT CHENNAI PORT (MFL Tender Ref: ESER/COM/STEVEDORING /121217/004 Dated 29/11/2017)

Dear Sir,

We confirm that we have final quoted ._____.
(Price quoted on Total Cost to MFL basis)

As our final lump sum prices during the Reverse Auction conducted today & please find below the breakup for the same.

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

<Include PRICE BID FORMAT>

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

Yours sincerely,

Company: For M/s

Contact Name:

Date :

Seal :

ANNEXURE - 15



**MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068**

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/c (Saving / Current) (SA/CA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172251

CERTIFICATE

We MFL, having our branch at SBI-CB have verified and certify that the information provided in SL Nos.1 to 7 are correct per our records.

Signature of the authorized
Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

V. CHANDRAMOULI
CHIEF MANAGER,
CORPORATE ACCOUNTS & TAXATION,
MADRAS FERTILIZERS LIMITED,
MANALI, CHENNAI-600 068.

PRIYA RANJAN PANDA
DEPUTY GENERAL MANAGER-FINANCE
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI-600 068.

Annexure- 16

**SPECIMEN COPY OF AGREEMENT FOR STEVEDORING, CLEARING AND
FORWARDING OPERATIONS AT CHENNAI PORT : 2017-18**

AGREEMENT made this day of between MADRAS FERTILIZERS LIMITED, having its Registered Office at Manali, Chennai - 600068 [hereinafter referred to as MFL] of the one part and M/s. _____, _____ [Address], _____ [hereinafter referred to as the C&F Agent] of the other part.

I. Definition:

"MFL" shall mean MADRAS FERTILIZERS LIMITED, Manali, Chennai 600068 or any of its authorized officers.

C&F Agent shall mean and include the person or persons, firm or Company with whom the Agreement has been entered into including their heirs, successors, administrators, executors and their permitted assignees as the case may be.

SERVICES shall mean, the performance of any of the items of work enumerated in the Schedule of Rates and as elaborated in the Service Conditions and services to be performed given in Annexure - 5A & 5B hereof including such auxiliary and incidental duties and operations as may be indicated by the authorized officials of MFL.

GODOWN shall mean Pucca shed and / or Godowns owned / hired by C&F Agent or Transit Shed / Rented Port Godown within Port limits, where fertilizer in bulk or bags, gunnies, damaged stock, if any, etc., are stacked or held in storage. Any godown inside the Port will be hereafter termed as Rented Port Godown.

AND

CARGO shall mean and include any type/grade of imported fertilizers in the bulk form/bagged form.

Singular and Plural - Words imparting singular also include the plural and vice-versa wherever the context requires. Words imparting persons shall include any incorporated Company or a registered association or body of individuals or a firm of partnership.

Constitution of the Tenderer

The C&F Agent shall not change the composition during the currency of the contract without the prior approval of MFL. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the General Manager - Plant, Madras Fertilizers Limited, Manali, Chennai 600068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

In the event of any dispute, legal or other proceedings by any party or parties concerning the Constitution or composition of the C&F Agent, MFL reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the C&F Agent.

The contract shall be awarded on the basis of "principal-to- principal" and the C&F Agent shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.

II Object of the contract

The C&F Agent shall render all or any of the services given in Annexure-2 and as per Schedule of Rates in Annexure- 5A & 5B as and when necessary and directed by the authorized officials of MFL together with such additional auxiliary and incidental duties/services operations, as may be indicated by the authorized officials of MFL.

III whereas MFL has invited offers for Stevedoring and Clearing & Forwarding of dry bulk fertilizers in bulk/bagged from ships arriving at Chennai Port to Godowns in the Rented Port Godown / MFL Plant, Manali, bagging the Dry Bulk Fertilizers, Standardise the bags stacking them and loading into trucks for onward movement to destinations as intimated by the authorized officials of MFL.

IV whereas the C&F Agent has offered to provide Stevedoring and Clearing & Forwarding and other facilities as required by MFL, after having carefully and thoroughly understood the terms and conditions thereof.

V AND WHEREAS MFL based on the offer, assurance and undertaking of the C&F Agent has selected, agreed and accepted the C&F Agent for the award and performance of Stevedoring and Clearing & Forwarding of dry bulk fertilizers ex- Chennai Port on the terms and conditions herein after following:

- 1) The C&F Agent at the time of signing the Agreement shall declare whether they are sole proprietary concern/ registered partnership firm or private limited company or public limited company. The C&F Agent shall indicate in writing the name of the person in whose hands the active management and control of the work relating to the contract during the period of the contract would lie and also nominate the person authorized to sign bills on their behalf.
- 2) The person signing the Agreement / document in matters relating to the contract shall be deemed to have been given the authority to bind the firm or company the individual, as the case may be.
- 3) All persons employed by the C&F Agent shall be engaged by them as their servants in all respects and the C&F Agent comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of bonus Act 1965, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National Festival Holidays) Act 1958, The Payment of Wages Act 1936, The Tamilnadu Industrial Establishments (Conferment of Permanent Status to workmen) Act 1981, The employment Exchanges (compulsory notification of vacancies) Act 1959, The Equal Remuneration Act 1976, The Industrial disputes act 1947, The Industrial Employment (Standing orders) Act 1946, The Maternity Benefit Act 1961, The Minimum Wages act 1948 as notified by the central government, The Motor Transport Workers Act 1961, The Tamilnadu Labour Welfare Fund Act 1972, The Tamilnadu Payment of Subsistence Allowance Act 1981, The Tamilnadu Shops And Establishment Act 1947, The Trade Unions Act 1926, Child Labour Act and any other law applicable to the contract workmen.
- 4) The C&F Agent shall fully indemnify MFL for any default or non-observance by himself or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the C&F Agent shall be solely liable for settlement of any claim made by any person due to the non-observance by the C&F Agent of any of the provisions or otherwise of the enactments cited, MFL reserves the right to settle directly any amount due by the C&F Agent as mentioned above and to recover such amounts from any of the amounts payable by MFL to the C&F Agent or in the absence of the same treat it as debt due to MFL by the C&F Agent.

- 5) The C&F Agent shall, whenever required by the MFL or Government officials authorized under the statutes, produce for inspection, all forms, registers and other papers required to be maintained under various statutes.
- 6) In the case of non-coverage of employees under ESI Scheme/EPF, besides the recovery of the amounts due by the C&F Agent towards their contribution, penal interest and/or damages as may be levied by the ESI Corporation or EPF authority, 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 on C&F Agent 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 MFL. The C&F should engage adequate personnel / workmen to carry out the described scope of work as may be necessary for effective and efficient discharge of obligations / duties under this contract.
- 7) The C&F Agent shall provide workmen with necessary Safety appliances at Port Godown. The same shall be done at his own cost. If any of the worker of the C&F Agent is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost deducted from C&F Agent's bills. Further, in such cases the C&F Agent will be levied penalty, as deemed fit by the MFL.
- 8) MFL will hand over to the C&F Agent all documents relating to handling of the vessel. In the event of delay in receipt of documents from suppliers, the C&F Agent shall furnish, the required Indemnity Bond and take all necessary steps to ensure berthing of the vessel without loss of time.
- 9) MFL also reserve the right of revising any of the Clause or Clauses, part of a Clause or Clauses of the agreement whenever considered necessary with consent of the C&F Agent (s).
- 10) The C&F Agent will be responsible for all operations including documentation from the time of nomination of the vessel and until the products are loaded in trucks and shall obtain and hand over all clear documents to MFL, or its authorized representative.
- 11) MFL shall pay advance to the C&F Agent for payment of customs, auxiliary duties as well as Harbor dues and the C&F Agent shall make remittance and obtain necessary clearances before the vessel is berthed. The C&F Agent shall render proper accounts to MFL with necessary bills, vouchers, etc. and settle the advance soon after the payments are effected.
- 12) MFL does not guarantee any definite volume of work at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer any right on the C&F Agent to demand that work. MFL will also have the right to appoint one or more C&F agents for any or all the services mentioned in this contract and to divide the work in between such Stevedoring and Clearing & Forwarding Agents and no claim shall lie against MFL by reason of such division of work.
- 13) MFL on allotting the vessel to C&F Agent will indicate in writing the quantity to be moved to Port shed and quantity to be moved to MFL Plant, Manali from Wharf/Port Shed [including wharf spillage].

Any excess quantity moved to Port hired godown by C&F Agent beyond the quantity approved by MFL in writing, such excess quantities has to be moved by C&F Agent on their own cost to MFL Plant.

- 14) It will be the responsibility of the C&F Agent to procure good, leak and damp-proof godowns to store the bulk / bagged cargo at one / two locations and also ensure safety of the product in storage. The godown should have a covered carpet area of at least 3 Sq.ft per MT of quantity to be bagged.
- 15) In case of shortfall in providing sufficient Godown space for storage / bagging per Clause 14 above, MFL will charge Rs.10/MT from C&F Agent on such quantity for which C&F Agent failed to provide adequate space.
- 16) Godown rent will be paid at the contracted rate for the quantity handled for the period up to 90 days from the date of completion of discharge. For stocks held at godown, the rent will be reckoned on the peak quantity held in storage on a monthly basis.
- 17) The C&F Agent shall also take proper precautions to protect the cargo from atmospheric humidity and also to provide dunnage such as polythene covers, wooden crates or bamboo mats.
- 18) Standardisation and stacking of products in the Godowns shall be done according to the specifications and instructions given by the authorized officials of MFL from time to time.
- 19) C&F Agent under no circumstances shall keep the cargo or any part thereof as ransom for realizing the dues from MFL.

VI Security Deposit

- 1) The C&F Agent shall furnish Security Deposit within 10 days from the date of intimation of selection, a security deposit @ 5% on contract value in the form of a Bank Guarantee from a National / Scheduled Bank (as per specimen attached) valid for a period of 15 months and with a claim period of 3 months (or) by way of Demand Draft in favour of "**Madras Fertilizers Limited**" payable at **Chennai** (or) thru RTGS payment. Such deposits shall not attract interest.
- 2) Failure to pay the security deposit as per Clause VI (1) above shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract and the Tenderer shall be liable to compensate MFL for all the losses arising out of such failure, besides forfeiture of EMD.
- 3) Security Deposit (in the form of BG/DD/RTGS) will be returned to the C&F Agent after satisfactory performance of the services of the contract and on completion of all obligations by the C&F Agent under the terms of the contract and on submission of a "No Due Certificate".
- 4) 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 C&F Agent for losses suffered by MFL due to failures on the part of the C&F Agent or due to termination of contract or C&F Agent becoming disqualified because of liquidation / insolvency or failure / breach or change of composition. The decision of MFL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the C&F Agent and shall not be called into question.
- 5) Whenever the security deposit falls short of the specified amount consequent to any adjustment towards shortages/damages/losses, etc. the C&F Agent 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.
- 6) 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 C&F Agent as the case may be, shall be deducted from any sum then due or which at

any time thereafter may become due and payable to the C&F Agent under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the C&F Agent shall pay to MFL, on demand, the balance due amount.

VII Responsibilities & Liabilities of the C&F Agent

- 1) After nomination of the vessel for handling, the C&F Agent shall be liable for all losses, damages, wharfage, transit loss / dues and the expenses suffered or incurred by MFL due to C&F Agent's delay, negligence and unworkman - like performance of any of the services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid demurrage. The decision of the officer authorised by MFL in this regard shall be final and binding on the C&F Agent.
- 2) In the event of failure on the part of the C&F Agent in providing adequate labour, scales, etc., or their failure to perform any of the services mentioned in the Agreement efficiently or to the entire satisfaction of the officer authorised by MFL, MFL shall, without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the C&F Agent the losses suffered by MFL.
- 3) The C&F Agent shall be responsible for the safety of the goods from the time they are discharged from the vessel and until they are loaded into trucks at Port Godowns or unloaded at MFL Plant, as the case may be.
- 4) The C&F Agent shall provide trucks with good platform without any holes or gaps thereon and tarpaulins on decks of the trucks and also cover the loaded trucks with tarpaulin to avoid loss or damage in transit. Overloading of cargo should be avoided.
- 5) C&F Agent should ensure that the trucks engaged by them to carry dry bulk fertilizers should have all statutory requirements such as FC / RC / Emission Test Clearance Certificate from competent authority.

VIII Subletting

The C&F Agent shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of MFL. Contravention of this condition would result in forfeiture of the security deposit besides recovery of any loss suffered on account of the unauthorized acts of the C&F Agent.

IX Validity of Contract

The contract shall take effect from _____ (date) and shall be valid for a period of one year. However, either party [MFL/C&F Agent] can terminate the contract by giving 90 days' notice in advance. However, the contract may be extended for another period of one year on mutual agreement at the same rates and terms & conditions.

X Summary Termination

- 1) Notwithstanding anything contained in Clause IX above, MFL reserves the right to terminate the contract forthwith due to any failure/breach on the part of the C&F Agent of any of the terms and conditions of the contract or in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation.
- 2) The decision of MFL about the failure/breach shall be final and binding on the C&F Agent.
- 3) In the event of such summary termination by MFL as stated in X (1) & (2) above, MFL shall have the right without prejudice to any other rights / remedies, to get the

work done through any other agency for the unexpired period of the contract at the risk and cost of the C&F Agent and any other part thereof, towards losses, damages, expenses or costs that may be suffered or incurred by MFL due to the C&F Agent's negligence or unworkman - like non-performance of any of the services under the contract, besides forfeiture of Security Deposit.

- 4) Any notice to be sent to either party to this contract shall be deemed served if sent by Registered Post to the last known address of the party.

XI Laws governing the contract

The contract will be governed by the laws of India for the time being in force and amended or made from time to time and the courts within the jurisdiction of registered office of MFL at Chennai.

XII Arbitration

“Any or all disputes arising out of the contract/agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Chennai.

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”.

XIII Penalty Clause

The quantity to be handled for all Operations as per Price Bids (Annexure : 5A & 5B) over a specified period. In case of any shortfall on the part of the Contractor in Handling the quantity for reasons not acceptable to MFL, then MFL shall levy a penalty of Rs.25/MT for the deficit quantity.

In case of failure on the part of the Contractor to handle the specified quantity within the specified period, MFL shall have the liberty to engage any other agency/party to carry out the job. The expenses incurred in this regard will be recovered from the Contractor.

Penalty for non-performance will be levied to the maximum of 5% of Handling charges for all Operations on Shipment to Shipment basis

XIV The Tender document No: **E-TENDER No. ESER/COM/STEVEDORING/121217/004 Dated 29/11/2017** signed and submitted by the selected party shall form part and parcel of the agreement.

IN WITNESS WHEREOF the parties hereto have set their hands at Chennai the day, month and year first above written.

Stevedoring, Clearing & Forwarding Agent

DGM-Commercial & MM
Madras Fertilizers Ltd

WITNESS:

WITNESS: