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NOTICE INVITING TENDER FOR
AMC of CAMPUS WIDE NETWORK IN MFL HEAD OFFICE, MANALI, CHENNAI

TENDER No. ESER/MIS/NETWORK/2702218/005 dated 07-02-2018

SUMMARY

Online bids are invited from reputed Service Providers for Annual Maintenance Contract of Campus wide network for a period of one year at MFL Head office, Chennai.

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

For any clarification, please communicate to the following:

Eprocurement cell	epro@madrasfert.co.in / epro1@madrasfert.co.in	
Phone	044 25945318/25941261 Shri A M Sridhar	
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<u>Tender No. & Date and Description</u>	
<u>ESER/MIS/NETWORK/2702218/005 dated 07-02 -2018</u>	
<u>Annual Maintenance Contract of Network in MFL Head Office a period of one year</u>	
Nature of Bidding	Two Part Bidding : 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	07 /02/2018
Due date & Time of submission (Electronic bid to be submitted in e-Tender website)	27/02/2018 on or before 16:00 Hours
Technical Bid Opening Date & Time	28/02/2018 at 14:00 Hours
Price Bid Opening Date	Techno-Commercially Qualified Tenderers only will be intimated
Security Deposit (SD)	5% of the Order Value
Mode of Payment for SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee
Bid Submission (To be uploaded on or before the due date and time)	Two Separate on-line bids (1)Techno-Commercial bid and (2)Price Bid To be submitted with price break up details per Price Bid Format on or before the date

	& time meant for submission of bids
Bid Validity	90 days from the date of bid opening
Payment Term	30 Credit Payment basis only through RTGS at the end of the each quarter on receipt of the bill free from the defect, subject to our acceptance, if any
Time schedule	The award of Contract for one year
Bid Evaluation Basis	Techno-Commercially qualified Overall L1 basis on normal circumstances
Negotiation	If Required
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**CHIEF MANAGER - MIS
MADRAS FERTILIZERS LTD.,
MANALI,
CHENNAI 600 068**

ANNEXURE - 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 Center (NIC)**
- 1.2 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode/eMudhra/safe script.
- 1.3 Bidder then need to login to the site through their user ID/password chosen during registration.
- 1.4 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.5 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.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.7 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.
- 1.8 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.
- 1.9 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days (**00/00/0000**) 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.

- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.19 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.
- 1.20 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.21 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.22 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.
- 1.23 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).
- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

ANNEXURE -2

1. Pre-Qualification Criteria

- The Tenderer should be a company /firm registered in India
- Must have minimum of three years' experience in rendering AMC of Networking (Certificate of Proof to be produced)

- **The firm must have executed AMCs of Network**

[Three similar completed works costing not less than 2 lakhs (Proof to be submitted)
Or

Two similar completed works costing not less than 2.5 lakhs (Proof to be submitted)
Or

One similar completed work costing not less than 4 lakhs (Proof to be submitted)

- The Tenderer shall indicate his Income Tax PAN Number and GST NO
- The Tenderer should have CCIE Certification holder, at the time of bidding CCIE certificate should be attached.
- **The Tenderer should be an authorized partner of Cisco/Brocade Switches (Proof to be attached)**
- Tenderer shall have head office or branch office at Chennai for smooth coordination and support

If any of the above documents is not available, MFL may reject the tender and will not be considered for further processing

ANNEXURE-3

Technical information

1. Objective

Annual Maintenance Contract of Networking at MFL Head Office for a period of one year

2. Place of Work

- Head Office, Manali, Chennai

3. Scope of Work

- To provide Annual Maintenance Contract for Networking

4. Network - The Contract consists of the following

1. Maintenance of Layer3 & Layer2 data switches
2. Trouble shooting of connectivity issues
3. Trouble shooting of Network Management System (NMS- Software)
4. Configuration of VLAN where ever necessary
5. Coordinating with Brocade and Raising Materials if necessary
6. Configuration of the switches backup to be done periodically
7. Providing one Resident Engineer for Maintenance of day to day operation

The Vendor-cum-Contractor shall do if necessary during the period of the AMC

- ✓ Weekly updates
- ✓ Attending S/FTP cable faults
- ✓ Attending Patch Cord, I/O and Cable fault
- ✓ Fixing of Surface Boxes if necessary
- ✓ Rearranging of Racks, assembling populating and dressing if necessary
- ✓ Configure VLAN as per MFL requirement
- ✓ Configuration of the switches to be done
- ✓ Configure IP address (IPv6) of Switches and Desktops as per MFL requirements for VLAN if necessary

5. Period of Contract

The contract shall be valid for a period of **One Year** from the date of award of work. However, the contract can be extended for a further period of one year on the same Rates, Terms and Conditions on mutual consent. Either party can terminate the contract by giving **three months'** notice in writing.

6. Other Terms & Conditions

- The tender dully filled in all aspects shall be signed on each page by the tenderer
- Any offer received against our enquiry from sister concern and associate concern is summarily rejected

- Any offer received against our enquiry from vendors disqualified by MFL for the past 3 years regarding AMC of Network is summarily rejected
- Late bid : Tenders received after due date and time will be rejected
- MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever
- Validity of Quote: 90 days from the date of tender opening
- MFL reserves the right to terminate the contract without notice of termination in case of any failure on the part of the contractor in discharging the services under the contract or in the event of the contractor becoming insolvent or going into liquidation. The decision of MFL in this regard shall be final and binding on the contractor and shall not be called into question
- **In all our terms and conditions HO means Head office at Manali**
- Skilled service personnel (CCNA certified Engineer) to be placed on the site will undertake the maintenance jobs at Head Office
- The tenderer to have technical support group in back end on respective platforms to provide required assistance for on- site in case of emergency.
- AMC charges includes complete maintenance of the Network

7. Subletting and transfer:

The Contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others.

The Contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses, which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.

8. Remuneration / Rates:

- The Contractor shall be paid all inclusive lump sum remuneration, which includes all statutory taxes for the services rendered. The lump sum payment includes the salary and all other statutory payments relating to personnel deployed in rendering the services and also the remuneration to the contractor. The contractor will be paid no other compensation whatsoever statutory or otherwise for providing the AMC during the period of contract.
- Evaluation of quotes will be on the basis of rate quoted under **Annexure -5** only.
- **The tenderer will be selected on overall L1 basis only.**
- The Tenderer should satisfy himself by actual inspection of the site and locality of the work before submission of rate quote. It shall be ensured by the tenderer that rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and

that he has taken into account all conditions and difficulties in discharging the duties during the course of the service.

- The rate quoted for the Resource Engineer as per Annexure -5 should cover all statutory taxes & other payments like PF, ESI, Bonus, Service Tax etc., which the contractor is statutorily required to make besides all taxes payable by the Contractor during the contract period.
- STRIKE OR CESSATION OF SERVICE BY CONTRACTOR'S WORKMEN OWING TO ANY DISPUTE WITH THE CONTRACTOR PERTAINING TO WAGES OR OTHERWISE WILL NOT BE DEEMED TO BE A REASON BEYOND THE CONTRACTOR'S CONTROL AND THE CONTRACTOR SHALL PAY A PENALTY AS FIXED BY THE COMPANY FOR EACH DAY OF SERVICE STOPPAGE AND SHALL, IN ADDITION, ALSO BE RESPONSIBLE FOR ANY LOSS/DAMAGE WHICH MFL MAY SUFFER ON THIS ACCOUNT. FOR STOPPAGES OF SERVICE FOR PART OF THE DAY, PRORATA RECOVERY WILL BE MADE.

9. Negotiation

Will be conducted, if required

10. Liability of Personnel

- a. The contractor shall 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 & Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958, The Minimum Wages Act 1948, Service Tax Act and any other law applicable to the contract workmen for the time being in force or as amended from time to time.
- b. The Contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above-mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- c. The Contractor shall, whenever required by the company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various Statutes.
- d. In the case of coverage of employees under ESI Scheme/EPF besides the recovery of the amounts due by the employee/contract by any contractor towards their contribution, penal interest and/or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.

- e. The contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. The contractor shall ensure that his workmen comply with all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking.

11. MFL SAFETY RULES & REGULATIONS:

- a. The Contractor shall adhere to existing MFL Safety Rules and Regulations and the work permit system for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL officials or other authorized representative/s from time to time.
- b. The Contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- c. SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.

12. SUMMARY TERMINATION

MFL reserves the right to terminate the contract due to any failure / breach of contract on the part of the contractor in discharging the service under the contract, or in the event of his becoming insolvent or going into liquidation without giving any notice. The decision of Madras Fertilizers Limited about the failure / breach of contract on the part of the contractor shall be final and binding of the contractor.

MFL also have, without prejudice to any other rights and remedies, the right in the event of the failure / breach by the contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL. The decision of Madras Fertilizers Limited about the breach/failure on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

13. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the Laws of India for the time being in force and as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated.

14. ARBITRATION

Any or all disputes arising out of or in relation to this agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to the Chairman and Managing Director of MFL or any other officer nominated by him for the purpose who will be the Sole Arbitrator for settlement of such dispute(s) and whose decision shall be final and binding.

In the event of a reference made to an Arbitrator, the decision of the Arbitrator shall be final and binding on both the parties of this agreement and shall not be called into question.

Subject as aforesaid, the Arbitration & Conciliation Act 1996, shall apply to the arbitration proceedings under this Clause and such arbitration in English shall take place in the city of Chennai.

The cost in connection with arbitration shall be at the discretion of the Arbitrator who may make suitable provision of the same in the Award.

15. PENALTY

If the services are not provided by Tenderer and faults pointed out are not rectified and spares not replaced within the prescribed time limit, MFL reserves the right to levy a penalty up to a maximum of 0.2% of the quarterly AMC value per day will be recovered from the bill with ceiling of 5% of total quarterly AMC value per item.

16. DECLARATION IN HOLIDAY LIST/ BLACKLISTED / ARBITRATION PROCEEDINGS.

Where the bidder is placed in holiday list / Blacklisted by MFL or by any other Govt. PSUs, even if such bidder participated in the bidding process, their offer will not be considered for evaluation.

Where there is pending arbitration proceedings initiated by MFL against any contractor/ supplier is / are pending disposal, the offer of such contractor / supplier will not be considered for evaluation.

17. PAYMENT TERMS

- Payment will be made within 30 days only thru RTGS, from the date of submission of bill on completion of each quarter, subject to our acceptance. The tenderer shall neither be entitled to claim interest for the pending bills with MFL nor will the delay in payment if any, give any right to tenderer to suspend the work under the contract. Bill amount is payable at the end of each quarter on pro-rata basis of annual contract value finalized.

18. GENERAL TERMS

- The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc., in the event of any of the personnel employed by him during the period of the contract sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However,

upon request by the contractor the company may extend its first aid facility, or make available its ambulance for transportation to hospital or such other medical center's. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be recovered from the contractor's bill.

19. Resident Engineers to be posted at MFL Head Office to fulfill the following criteria terms

- Minimum One fully qualified engineer (Diploma / BE Graduate with minimum of 3 years' experience with CCNA certified) will be posted at MFL, Head Office during the contract period from Monday to Saturday during the General Shift timings. They should be specialized in the Maintenance of Network.
- If the resident engineer nominated for MFL gets separated **(due to resignation, termination etc.)** from the contractor's organization, the contractor shall immediately replace another equally qualified resident engineer from his organization only to MFL till the conclusion of the contractual obligations.
- Trouble shooting of the problems relating to Networking in MFL
- Engineers should maintain a log book of the calls attended
- **In case of emergency, calls to be attended by the engineer on holidays and after office hours also.**

ANNEXURE – 4

TECHNICAL – COMMERCIAL EVALUATION BID FORMAT

	Description	
	The Tenderer should be a company /firm registered in India	Yes
	Must have minimum of three years' experience in rendering AMC of Networking (Certificate of Proof to be produced)	Yes
	The firm must have executed AMCs of Network for the past 3 years	
	{Three similar completed works costing not less than 2 lakhs (Proof to be submitted) Or	Yes
	Two similar completed works costing not less than 2.5 lakhs (Proof to be submitted) Or	Yes
	One similar completed work costing not less than 4 lakhs (Proof to be submitted)	Yes
	The Tenderer shall indicate his Income Tax PAN Number and GST NO	Yes
	The Tenderer should have CCIE Certification holder, at the time of bidding CCIE certificate should be attached.	Yes
	The Tenderer should be an authorized partner of Cisco/Brocade Switches (Proof to be attached)	Yes
	Tenderer shall have head office or branch office at Chennai for smooth coordination and support (Proof to be furnished)	Yes
	<u>Acceptance of Technical Information as per Annexure -3 of tender uploaded</u>	
	• Place of Work	Yes
	• Scope of Work	Yes
	• Network	Accepted
	• Period of Contract	Accepted
	• Other Terms and Conditions	Accepted
	• Subletting and transfer	Accepted

<ul style="list-style-type: none"> • Remuneration / Rates 	Accepted
<ul style="list-style-type: none"> • Liability of Personnel 	Accepted
<ul style="list-style-type: none"> • MFL Safety Rules & Regulations 	Accepted
<ul style="list-style-type: none"> • Summary Termination 	Accepted
<ul style="list-style-type: none"> • Laws governing the contract 	Accepted
<ul style="list-style-type: none"> • Arbitration 	Accepted
<ul style="list-style-type: none"> • Penalty 	Accepted
<ul style="list-style-type: none"> • General Terms as per Tender 	Accepted
<ul style="list-style-type: none"> • Resident Engineer (Job Allocation) 	Accepted

SIGNATURE OF TENDERER WITH SEAL

COMMERCIAL BID FORMAT SHEET

SNo	Description	
1	The quoted Price will be exclusive of all applicable taxes	Accepted
2	The vendor should provide Bank RTGS details	Yes
3	Payment will be made within 30 days only thru RTGS, from the date of submission of bill on completion of each quarter, subject to our acceptance. The contractor shall neither be entitled to claim interest for the pending bills with MFL nor will the delay in payment if any, give any right to contractor to suspend the work under the contract. Bill amount is payable at the end of each quarter on pro-rata basis of annual contract value finalized	Accepted
4	Security Deposit (SD) – 5% of the contract value	Accepted
5	Income Tax PAN Number provided	Yes
6	GST No Provided	Yes
7	Penalty Clause as per MFL Tender Point 14	Accepted
8	Service Tax Registration proof	Yes

SIGNATURE OF TENDERER WITH SEAL

ANNEXURE - 5

**MFL NETWORK ITEMS IN MFL Head Office (HO) Manali to be covered under
AMC FOR THE YEAR 2018-19**

Price Bid Break up Format of AMC Items

Active Components

SNO	DESCRIPTION (Active Components)	QTY	Rate per Qty	Total
	Core Switch			
1	(FCX624S-F-ADV)	2		
2	1000BaseLX (10km) SFP (10km with SMF, 1310nm)	28		
3	1000BaseT SFP (100m with UTP)	10		
	Access Layer Switches			
4	(ICX6450-24)	26		

	Others		QTY	Rate per Qty	Total
5	42 U 800X1000mm Rack with Front glass door	NO	2		
6	36U 800x1000mm Rack with Front glass door	NO	2		
7	One Qualified Resident Engineer		1		

NOTE: The rates quoted above are exclusive of all applicable taxes

ANNEXURE – 6

INFORMATION ABOUT TENDERER

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
4A	In case of change in composition and change of the partner or proprietor, the same should be intimated to MFL in writing, well in advance with required documents. In such case of changes, MFL reserves the right to terminate or to continue the contract	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	Sales Tax Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and 3 years IT Assessment order to be attached	
11	Three years audited statement of Accounts with Balance Sheet	
12	GST NO	

Note: Copies of documents are required to be attached for Sl.No. 5 to 11

ANNEXURE - 7

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms and 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 and 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 the SD, LD & Penalty clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :

ANNEXURE – 8

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

The successful tenderer shall pay 5% of the total contract value towards SD by Demand Draft or Bank Guarantee valid for **Sixty days** beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai. Independent confirmation of BG by the issuing Bank shall be sent directly to the Manager – MIS , Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD or BG. This should be submitted within 10 days from the date of intimation of his selection. If the EMD is in the form of DD then the SD amount will be adjusted against value of EMD and the balance will be payable by way of DD by the tenderer

No interest shall be paid on the security deposit

Failure to pay the security deposit within 10 days from the date of award of contract or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL

The security deposit shall be refunded after 90 days from the date of completion of the contract subject to the contractor fulfilling all obligations/operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and Service Tax dues by the contractor, the security deposit will be refunded

MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failure on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question

Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount

In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debit

ANNEXURE - 9

FORMAT FOR SD BG

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

To
Madras Fertilizers Limited

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

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

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

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

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

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

This guarantee shall be valid until the

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

.....
Name and designation of the officer

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

ANNEXURE - 10

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)			
	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 Authorised Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds
IFSC- Indian Financial System Code