

**MADRAS FERTILIZERS LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**MANALI, CHENNAI 600 068**

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**NOTICE INVITING TENDER FOR  
OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS  
TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS  
SUPPLIER/TRANSPORTER FOR MADRAS FERTILIZERS LIMITED  
FEED STOCK CONVERSION PROJECT  
TENDER No.ESER/TS/GSA-GTA/220818/007 DT.07/02/2018**

**SUMMARY**

Online bids are invited for "**OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS SUPPLIER/TRANSPORTER FOR MADRAS FERTILIZERS LIMITED FEED STOCK CONVERSION PROJECT**

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

For any clarification, please communicate to the following:

**E-procurement cell email:** epro@madrasfert.co.in / epro1@madrasfert.co.in

**Phone:** Mr. A M Sridhar 044 25945318 / 2594 1261

**User contact detail:** Mr. S Thamil Selvan 044 25945330

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<b>Description: "OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS TRANSPORTATION &amp; SALES AGREEMENT WITH NATURAL GAS SUPPLIER/TRANSPORTER FOR MADRAS FERTILIZERS LIMITED FEED STOCK CONVERSION PROJECT"</b>	
Nature of Bidding	Two Stage Bidding: 1 <sup>st</sup> Part: Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	08/02/2018
Due date & Time for submission	22/02/2018 at 16:00 Hrs
Technical Bid Opening Date& time	23/02/2018 at 14:00 Hrs
Bid Submission (To be uploaded on or before the due date and time)	Three Separate on-line bids (1) EMD (2) Techno-Commercial Bid and (3) Price Bid To be submitted with price break up details as per <b>Annexure-4</b> on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and price bid.

Validity	90 days from the date of opening of Techno-Commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount	Rs.55000/- (Rupees Fifty five thousand only). Original EMD, DD/BG should be furnished in a separate sealed cover super-scribed as EMD for Tender No. <b>ESER/TS/GSA-GTA/220818/007 DT.07/02/2018</b> and the same shall be submitted to DGM – Tech Services on or before 22/02/2018.
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee.( <b>Annexure-11 &amp; 12</b> )
Validity of BG for EMD	135 Days from the tender opening date
Time Schedule for completion of job	Within 3 months
LD	Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the total contract value.
Payment Term	All payments shall be released within 30 days after receipt of invoice by MFL.
Contract Period	The Contract shall remain in force till the agreement is completed and signed by Gas Supplier/Transporter and MFL from the date of commencement of job / three months from the date of issuing of Job Order.
Bid Evaluation Basis	Techno-Commercially qualified L1 basis.
Scope of Work / Duties and responsibilities of the contract	Refer <b>Annexure-7</b>

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**DEPUTY GENERAL MANAGER – TECH. SERVICES  
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI 600 068**

**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)**
- 1.1.1 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra /safe script.
- 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 rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 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.
- 1.1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 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.
- 1.1.13 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.
- 1.1.15 The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. 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 should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 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 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.
- 1.1.20 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 be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 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.

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## **ANNEXURE – 2**

### **Pre - Qualification Criteria**

- I. List of Company where the bidder has been involved in framing an agreement for Gas Supply & Gas Transport from Supplier to the end Industrial User. Minimum one number of similar jobs of finalising Gas Sales & Gas Transportation Agreements should have been handled equivalent to 0.5 MMSCMD of Natural Gas.
- II. Should be a Company or firm.
- III. Should have experience in the Policies and Procedures and Statutory Regulations of Petroleum Natural Gas Regulatory Board (PNGRB) with reference to supply of Natural Gas through pipelines.
- IV. Provide proof (award of job) of having assisted other client to sign GSA & GTA.
- V. List of Key professionals involved in Natural Gas Transportation & supply for entering Agreement between shipper and transporter
- VI. Bidder should be legally sound to carryout negotiation and entering Agreement with Lead Gas supplier/Transporter

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**ANNEXURE – 3**

**OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS  
TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS SUPPLIER AND  
TRANSPORTER FOR MADRAS FERTILIZERS LIMITED  
FEED STOCK CONVERSION PROJECT**

**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	
Payment Term	All payments shall be released within thirty (30) days after receipt of invoice by MFL
Payment Mode	RTGS/NEFT
Time schedule for completion of job	Three months
Delivery of documents / Meeting Place	MFL Plant or office of Gas supplier/Transporter
Offer Validity	90 days from the date of opening of bids
GST	18%
EMD Details ( <b>Rs.55000/-</b> )	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for LD clause as per Annexure-8	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorized person :  
Name of the authorized person :  
Designation of the authorized person :

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**BILL OF QUOTE**

**OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS  
TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS SUPPLIER AND  
TRANSPORTER FOR MADRAS FERTILIZERS LIMITED  
FEED STOCK CONVERSION PROJECT**

Description	Rupees	
<b>Institutional Charges :</b>		
<b>Additional Fees:</b> for participation in <b>EACH MEETING</b> on behalf of MFL. (including To & Fro Air / Train fare, Boarding, Lodging & Local Transport )		
<b>TOTAL</b>		
GST	%	
<b>GRAND TOTAL</b>		

**L1 will be arrived based on the Grand Total amount**

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**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

1. The tenderer shall submit the Earnest Money Deposit of **Rs.55000/- (Rupees fifty five thousand only)** by way of demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL approved format (**Annexure 11**) valid for **135 days** from the due date of bid submission including 45 days claim period.
2. Independent confirmation for having issued the BG by the concerned bank should be sent directly to DGM-Technical Services, MFL, Manali, Chennai 600 068.
3. Holders of NSIC / DGS&D / MSME / MSEs Certificates can claim exemption from EMD payment against uploading of valid documents along with the Tender. NSIC should contain the title of the job.
4. The Tenderer is neither entitled for any interest on the EMD nor for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD/RTGS, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of award of the contract.
7. EMD payment either in the form of DD or BG, or, if seeking exemption based on NSIC unit, DGS&D and MSMEs with relevant certificates to be directly sent to DGM – Technical Services, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "**OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS SUPPLIER/TRANSPORTER FOR MADRAS FERTILIZERS LIMITED FEED STOCK CONVERSION PROJECT**" and **TENDER ESER/TS/GSA-GTA/220818/007 DT.07/02/2018**
8. EMD cover should reach the office of DGM – Technical Services, MFL, within three working days after the last date of submission of bid.
9. If any of the above is not fulfilled, MFL reserves the right to reject the whole tender and it will not be considered for further processing.

## **ANNEXURE-6**

### **SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

- 1.1 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, in the MFL approved BG format(**Annexure-12**). Independent confirmation of BG by the issuing Bank shall be sent directly to the Dy General Manager – Technical Services, 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 21 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.
- 1.2 No interest shall be paid on the security deposit.
- 1.3 Failure to pay the security deposit within 21 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.
- 1.4 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.
- 1.5 MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or 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.
- 1.6 Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
- 1.7 In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, 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 debt.

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**SCOPE OF WORK**

**TO ACT AS OWNER'S REPRESENTATION SERVICES**  
**FOR ENTERING INTO GTA & GSA**

- 1) To carry out discussion with Gas Supplier/Transporter on behalf of MFL and obtain clarification with regard to all clauses reformed in the Gas Sale Agreement (GSA) & Gas Transmission Agreement (GTA). To get reasonably modified so that MFL will not be affected financially.
- 2) Vetting is required for GSA & GTA at all clauses, of safety, statutory, legal, financial etc.
- 3) Analyse from MFL's point of view, predict point to point in favour of MFL, argue in MFL's favour
- 4) Assist MFL in signing the agreement and suggest about MFL's interest.
- 5) Sensitise MFL about impact of critical clauses of Agreement during briefing sessions with MFL, Chennai.
- 6) Participate in meeting with Lead Gas Supplier & transporter on behalf of MFL and brief MFL officials.
- 7) Study the draft Agreement and submit the comments within 15 (Fifteen) days from the date of issue of AOW
- 8) Assist MFL to prepare MOM the same day and keep track of changes of clauses of agreement in each meeting.
- 9) Review the final agreement in consultation with MFL and Gas supplier cum transporter before signing the agreement by MFL authority.

**MFL SCOPE :**

1. MFL will arrange meeting with the Gas Supplier & Transporter.
2. MFL will arrange meeting at MFL's Premises or at Gas Supplier/Transporter's premises.
3. MFL shall take final decision on suggestions given by the consultant.

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**TERMS & CONDITIONS****1. TERMS OF PAYMENT****1.1 Institutional charges:**

20% Institutional charges with taxes as applicable, after briefing session with MFL and submission of briefing report.

80% Institutional charges with taxes as applicable, after final report and successful signing of GTA & GSA with Gas Supplier/Transporter

Additional Fees :

For participation in Meeting on behalf of MFL. **Invoice may be raised on monthly basis after attending the meeting.**

All payments shall be released within thirty (30) days after receipt of invoice by MFL and shall be effected through Electronic Fund Transfer.

1.1 Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., **will be summarily rejected.**

1.2 Bills have to be drawn on DGM-Tech Service, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by signed copy of Award of Work.

1.3 Bills should be clearly marked with MFL Award of Work No. and date and the tenderer's Bill No. and Date.

1.4 **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.

1.5 RTGS Form (**Annexure 13**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

**2. Time Schedule:** Entire scope of work shall be completed within **Three months** from the date of issue of award of work.

**3. LIQUIDATED DAMAGES (LD Clause)**

In case of delay due to consultant, in completion of the job beyond the stipulated time of 3 months, Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the total contract value.

**4. SUBLETTING & TRANSFER**

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

## **5. CANCELLATION OF ORDER**

Failure to comply with specification, terms & conditions or to perform or deliver as promised shall entitle the tenderer to cancel all or any part of this order. In the event of such cancellation, the tenderer shall not be required to make any payment.

## **6. CONTRACT PERIOD**

The Contract shall remain in force till the job is completed from the date of commencement of job / three months from the date of issuing of Job Order.

## **7.0 SUMMARY TERMINATION**

- a. MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of his becoming insolvent or going into liquidation.
- b. MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.
- c. The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- d. MFL reserves the right to terminate the contract without any notice in writing or without an obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

## **8.0. LAWS GOVERNING THE CONTRACT**

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

## **9.0. CONSTITUTION OF THE TENDERER**

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

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

#### **10.0. COMPLIANCE OF LAW**

- a. 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 there under. 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.
- b. 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. In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.

#### **11.0. FORCE MAJEURE**

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

Tenderer shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the MFL in writing, the Tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **12.0. DEFINITION**

The term "Tender" shall mean & include the online bids and other attachments uploaded while submitting the bids online.

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

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

## **13.0. 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, Tamil Nadu.

## **14.0. REVERSE AUCTION**

MFL reserves the right to go for Reverse Auction process, if required or may finalize the tender without Reverse Auction. However, the decision to conduct Reverse Auction or not will be conveyed to short-listed bidders. The business Rules for Reverse Auction will be circulated, if Reverse Auction is necessary and the same needs to be accepted and signed by the technically shortlisted bidder.

## **15.0. NEGOTIATION**

If MFL deems it fit, negotiation will be conducted after the outcome of Reverse Auction.

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**INFORMATION ABOUT THE TENDERER**

<b>Sl. No.</b>	<b>Information Required</b>	<b>To be Filled in by Tenderer</b>
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	GST Registration No.	



9	Details of Turnover	
10	Copy of PAN Card and 3 years IT Assessment order to be attached	
11	Any court case is filed against you or your concern	
12	Have you / your Firm filed any case against your client	
13	PAN No.	

Note: Copies of documents are required to be attached.

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

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

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

### **DECLARATION**

I/We hereby declare that I/We have not been banned and de-listed by any Government Department / Financial Institution / Court.

**Place:**

**Signature of the Tenderer**

**Date:**

**(Name & Office seal)**

## **GENERAL TERMS & CONDITIONS**

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like "delivery period", etc.
3. In the event of placing the order, the tenderer should strictly adhere to the Job completion date and should accept to complete the jobs on or before the due date committed in the Job order or as advised by MFL.
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer's offer.
8. Tenderer should clearly indicate the % of statutory levies such as GST etc., wherever applicable.
9. MFL shall have the right to inspect the jobs while execution of the same, at any time and to give instructions as required by MFL.
10. Notwithstanding MFL's acceptance or right to inspection and / or any other terms and conditions provided in the job order, tenderer warrants that all jobs carried out are free from any defects and workmanship and that they fully comply with the specifications. Job order will be issued in reliance on the aforementioned warranty of the tenderer.
11. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
12. Tenders will be rejected for non-submission of relevant valid documents.
13. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

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## **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 NIC 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 the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person:

\*\*\*

**GENERAL INSTRUCTIONS TO TENDERERS**

**1.0 Brief Description of Work :**

**OWNER'S ENGINEER TO CARRY OUT NEGOTIATION FOR NATURAL GAS TRANSPORTATION & SALES AGREEMENT WITH NATURAL GAS SUPPLIER/TRANSPORTER FOR MADRAS FERTILIZERS LIMITED FEED STOCK CONVERSION PROJECT**

**2.0 Rates:**

- 2.1 The tenderers shall quote rate (in both figures and words) in the Price bid format, furnished as Annexure-4, inclusive tax i.e. GST.
- 2.2 It shall be deemed that the Tenderer has satisfied himself by pre-discussion at the MFL and all the conditions for work that the rates quoted by him in the tender will be adequate to carry out the work according to the scope of job and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Technical Services or his nominee.
- 2.3 The rates quoted shall be valid till the job is completed.
- 2.4 Tenderers are advised to quote rates inclusive tax i.e. GST.
- 2.5 Tenderers are requested to quote their most competitive rates keeping the above criteria.

**3.0 Basis of arriving at L1 Tenderer:**

The L1 Tenderer will be decided as per Annexure – 4 – Bill of Quote.

**4.0 Split up of Jobs**

100% of the jobs will be given to the L1 / R1 tenderer

**5.0 Signing the tender and documents :**

- 5.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 5.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.
- 5.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.

- 5.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 5.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 5.6 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender.

## **6.0 Information about tenderers :**

- 6.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid – Annexure 9
- 6.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- 6.3 The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- 6.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

## **7.0 Opening and Acceptance of Tender :**

- 7.1 Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- 7.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with L1 tenderers only.
- 7.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of The Deputy General Manager – Technical Services.
- 7.4 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 7.5 Acceptance of the tender will be intimated to the successful tenderer through a **Letter of Intent/Award of work**. The successful tenderer should submit the Security Deposit before executing an Agreement (**Annexure 14**) within the time specified in the Letter of **Intent/Award of work**. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

**8.0 General :**

**8.1 MFL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS OR ANY PART THEROF WITHOUT ASSIGNING ANY REASON WHATSOEVER AND DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER.**

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

\* \* \*

**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated \_\_\_\_\_, Job Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ for supply of \_\_\_\_\_ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We

\_\_\_\_\_ (Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

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



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

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

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

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

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

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

Name and designation of the officer .....

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

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

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

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

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Job Order No.	
-------------------	--

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

**FORM OF AGREEMENT**

**(To be executed by the Contractor on Rs.100/- Non-Judicial Stamp Paper)**

This agreement is made on the ..... day of .....2017  
 BETWEEN M/s ..... (hereinafter called  
 the Company) of the ONE PART and M/s  
 ..... (hereinafter called the Contractor) of  
 the OTHER PART.

WHEREAS the Company want that the job of  
 ..... (Name of the job) and the Contractor has  
 accepted the same.

Now this Agreement witnesseth as follows:

- 1 In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed to be part of this agreement viz.

1)	MFL's Award of Work No. .... dated .....
2)	Contractor's offer ..... dated .....
3)	MFL's E-Tender Enquiry No: ..... dated .....

- 3 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Company to complete the above job in conformity all respects with the provisions of the contract.
- 4 The Company hereby covenants to pay the contractor in consideration of completion of the aforesaid job, the contract price at the time specified and in the manner prescribed in the Award of Work (referred in Sl. No.1 above).

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have unto set their respective hands and seals) the day and year first above written.

Signature of the Company  
 Contractor  
 [Name and Designation with Office Seal]

Signature of the  
 [Name and Designation]

Witnesses: 1.

2.

**ANNEXURE – 15.**



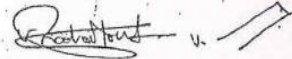
**MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI – 600 068**

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.