

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

**NOTICE INVITING TENDER CUM AUCTION
FOR
"SUPPLY OF POCLAIN ON HIRE FOR THE YEAR 2018-19"**

"TENDER No. ESER/PRODN/POCLAIN/200318/035, dated 28.02.2018."

SUMMARY

Online bids are invited for **"SUPPLY OF POCLAIN ON HIRE FOR THE YEAR 2018-19"**. Bidders who are interested to submit their bids may visit MFL Website www.madrasfert.nic.in ("Tenders"-"e-tenders") or Central Public Procurement web www.eprocure.gov.in/eprocure/app. Instructions for applying e-tendering are given in Annexure – 1.

For any clarifications, please communicate to the following:

e-procurement Cell : epro@madrasfert.co.in / epro1@madrasfert.co.in
Phone : Mr A M Sridhar - 044 25945318/2594 1261
User Contact Detail : Mr N Kathiresan - 044-25945350

Description:	"Tender for Supply of Poclain on hire for the year 2018-19"
Estimated Value of Tender	₹16,04,000/-.
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	28.02.2018
Due date & time of submission	20.03.2018 upto 16:00 hrs.
Technical Bid opening date & time	21.03.2018 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 Annexure - 15 on or before the date & time meant for submission of bids
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid.
Bid Validity	120 days from the date of technical bid opening.
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated

EMD Amount	₹32,080/-. Original EMD, DD/BG or proof for submission thru RTGS (UTR number) should be furnished in a separate sealed cover superscribed as EMD for TENDER No. ESER/PRODN/POCLAIN/200318/035, dated 28.02.2018. and the same should be addressed to DGM (a/c) - Contract cell on or before 23.03.2018.
Security Deposit (SD)	5% of the Contract Value in the event of Award of Contract
Mode of Payment for EMD and SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or thru RTGS as per Annexure – 11 or by Bank Guarantee (Annexure – 8 for EMD& Annexure – 10 for SD)
BG Validity	For EMD 165 days from the due date of bid submission. For SD 90 days after the date of completion of contract.
Payment Term	Payment will be made within 30 days from the date of receipt of bill after completion of job on monthly basis.
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.
Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ Techno-commercially qualified bidders will be selected. ▪ Price bids of the techno-commercially qualified bidders will be opened ▪ Reverse Auction may be conducted, if necessary, if the number of eligible bidders are more than one. ▪ If Reverse Auction is conducted, H1 elimination will be carried out. • For H1 elimination, MFL requires minimum of 6 bidders. Hence, after opening the price bids, the H1 bidder / bidders will be eliminated, subject to minimum number of eligible bidders for Reverse Auction are 5. • If necessary, negotiation shall be conducted with L1/R1 Party.
Scope of work / duties and responsibilities of the contract	▪ Refer Annexure - 2

**Deputy General Manger (a/c) – Contract Cell
Madras Fertilizers Limited, Manali, Chennai - 6000068**

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INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER**Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)**

- 1) Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / Safe Script.
- 2) Bidder then needs to login to the site through their user ID / password chosen during registration.
- 3) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 5) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 6) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 7) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf/.xls/.jpeg/.rar formats only.
- 8) Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 9) It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 10) The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 11) After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 12) The details of the Earnest Money Deposit document should be submitted physically to the Department and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 13) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

- 14) The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 15) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 16) Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 17) Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 18) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 19) The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 20) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 21) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 22) The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 23) The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 24) Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 25) Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 26) Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

SCOPE OF WORK**“TENDER FOR SUPPLY OF POCLAIN ON HIRE FOR THE YEAR 2018-19”**

- 1.0 The details on quantum of work and pattern of operation given below are for the knowledge of the contractor as information to him for understanding the nature of operation involved and this shall not be taken as a commitment in any way on the part of MFL for providing the work load or facilities to the contractor. The contractor shall be responsible for uninterrupted supply of Poclain to dislodge the bulk urea materials /high stack of materials in storage area inside plant premises at Manali plant site, Chennai - 600 068.
- 2.0 The tenderer should in their own interest, visit the place of work and acquaint or assess himself of the facilities at the Plant with the nature of the entire jobs before offering tender.
- 3.0 The Poclain shall be model 200 and bucket size is 0.9 cu.m. Poclain will be used intermittently during the contract period for one or more of the following jobs :
 - 3.1 To high stack Urea / potash for a heap height of maximum possible extent (20-30ft) in the storages.
 - 3.2 The hard heap of Raw materials inside storages has to be dislodged and the loose Raw materials to be heaped nearby /loaded to tipper to facilitate transfer of Raw materials from storages to NPK Plants.
 - 3.3 Each time Poclain will be used continuously minimum for 15 days at a stretch with the work time of minimum 8 hrs per day. Poclain requirement date will be conveyed to the contractor and he has to supply Poclain within 3 days of the intimation. After the minimum period of work, if there is no work, with the permission of the concerned Shift-In-Charge / Plant Manager, Poclain has to be taken back by the contractor. Payment will be made only for actual hours of operation and will not be made for idle hours.
 - 3.4 If the poclain is not available due to breakdown, challan will be issued only for actual running hours after deducting the break-down period. Payment will be made on actual hours of operation.
- 4.0 The contractor must acquaint or assess himself of the facilities at the Plant, the nature of operations, etc. before quoting the rates.
- 5.0 The contractor must know that the jobs are of round the clock and continuous in nature and should supply Poclain in good condition to maintain uninterrupted production.
- 6.0 MFL may assign any other similar jobs, as may be required depending upon exigencies.
- 7.0 MFL do not guarantee any definite volume of work or any particular pattern of service 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 a right on the contractor to demand that the work relating to all or any items thereof should necessarily or exclusively be entrusted to him.
- 8.0 **Scope of tenderer**

- 8.1 The contractor shall engage his driver / cleaner and other personnel to maintain / operate the Poclains.
- 8.2 The driver shall have valid heavy license.
- 8.3 The contractor must ensure that Poclain deployed for use is manned by a driver.
- 8.4 The contractor shall supply Poclains with valid road permits, fitness certificates and any other traffic documents whenever demanded by MFL authorities. The drivers should be experienced.

QUALIFICATION CRITERIA**1.0 Qualification Criteria:**

- a. Tenderer shall have experience in supply of **POCLAIN ON HIRE** during last 7 years ending 31.01.2018 which should be either of the following:

Three similar completed works each costing not less than the amount equal to Rs 6,41,600/-

(or)

Two similar completed works each costing not less than the amount equal to Rs 8,02,000/-

(or)

One similar completed work costing not less than the amount equal to Rs 12,83,200/-

- b. Tenderer whose average annual financial turnover is more than or equal to Rs 4,81,200/- in the financial years 2014-15, 2015-16 & 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2014-15, 2015-16 & 2016-17).
- c. Tenderer should attach copy of document for valid GST registration number obtained from Authorities.

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

2.0 Documents required:

- a. Contract award letter copies / performance certificate from any organization to prove experience in the supply of poclain, as detailed above.
- b. Audited statement of accounts for last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- c. Valid registration certificates obtained from GST authorities.
- Signed / scanned copies of the above documents are to be uploaded as Attachment with the on-line submission of bids.
 - Tenders will be rejected for non-submission of the relevant valid documents.
 - If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE -13.
 - Also, if the Tenderer is under Black List in any State / Central Government or other PSUs, then they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE - 13.

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

Name of the Tenderer	
Address	
Payment Term	Payment will be made within 30 days from the date of submission of bill on completion of job on monthly basis.
Payment Mode	RTGS/NEFT
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.
Service Terms & Conditions	As in the Annexure-5
Service Place	MFL Plant
Bid Validity	120 days from the date of technical bid opening.
GST No.	
EMD Details (₹32,080/-)	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for Penalty clause as per Annexure-5 (Clause -15)	Yes
Acceptance to receive payment for actual calculation made by MFL.	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 :

GENERAL TERMS & CONDITIONS**1.0 DEFINITIONS:**

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- 1.4 "Services" shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 "Contract Rates" shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in "Contract Rates" will not be permitted under any circumstances.
- 1.6 "Company's Representatives" shall mean and include the General Manager (Plant), Deputy General Manager – Production or other officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT

The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.

If the contract is extended for one more year or part, the contractor has to pay additional security deposit for the increased contract value towards the extended period.

3.0 PLACE OF WORK:

The Contractor shall be responsible for "**Supply of Poclain on hire for the year 2018-19**" in Madras Fertilizers Plant Site at Manali, Chennai 600 068.

4.0 RATES:

- 4.1 The tenderers shall quote the rates in the proforma, "BILL OF QUOTE" furnished as Annexure-15.
- 4.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Production or his nominee.

- 4.3 The rates quoted shall be valid for a period of one year from the date of commencement of the contract.
- 4.4 The rate quoted should be inclusive of the statutory payments, which the Contractor is statutorily required to make, like PF, ESI, Bonus and also the cost of services towards providing Safety equipment such as Helmets, Shoes, Hand Gloves etc. to the workmen. However, GST shall be excluded from the quote.
- 4.5 Tenderers are advised to quote rates inclusive of statutory duties and levies (excluding GST). GST will be extra as applicable at the time of billing.

5.0 OPENING AND ACCEPTANCE OF TENDER:

- 5.1 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.
- 5.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.
- 5.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of the Tender Evaluation Committee of MFL.
- 5.4 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.
- 5.5 Acceptance of the tender will be intimated to the successful tenderer through a **Letter of Intent**. The successful tenderer should submit the Security Deposit within the time specified in the Letter of Intent before commencement of contract. In the event of failure on the part of the Contractor to pay the security deposit 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.
- 5.6 The successful tenderer should execute an agreement within 21 days from the date of commencement of contract.

6.0 H1 ELIMINATION:

- MFL requires minimum of 6 bidders for H1 Elimination.
- After opening the price bids, the H1 bidder / bidders will be eliminated, only if the minimum number of eligible bidders for Reverse Auction are 5.

Example Conditions:

CONDITION – 1:

No. of bidders – 6
 H1 bidders – 3 (Highest quoted bidders with same rates)
 (Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

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

CONDITION – 2:

No. of Bidders – 10

H1 Bidders – 4 (Highest quoted bidders with same rates)

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

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

7.0 BASIS OF ARRIVING AT L1 / R1 TENDERER:

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

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

8.0 REVERSE AUCTION:

- Reverse Auction will be conducted with IOP (Initial Opening Price) at the lowest total rate quoted in the price bid and Decrement Value at 0.1% of IOP.
- The bidder who quoted the lowest rate in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
- If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates will remain same.

9.0 NEGOTIATION WITH L1 /R1 TENDERER:

If MFL deems it fit to conduct negotiation,

- i. Where there is only one Techno Commercially qualified bid.
- ii. Where there are more than one Techno Commercially qualified bid and where reverse auction is conducted but no competitive bid in reverse auction, negotiation with L1 / R1 tenderer.

10.0 SUBLETTING AND TRANSFER:

- 10.1 The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 10.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in force or as amended from time to time. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 10.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor

shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

11.0 REMUNERATION:

The contractor shall be paid remuneration in respect of the services described in the scope of work performed by him, at the contracted rates per Annexure –15 or the rate accepted by the contractor at the time of award of contract.

12.0 PAYMENT TERMS:

- 12.1 The contractor shall submit his bills monthly in triplicate for the services rendered by him and payment of the bill will be made by the Accounts Department of Madras Fertilizers Limited within one month from the date of submission of bill on completion of the job.
- 12.2 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.
- 12.3 The approved rate is inbuilt with PF / ESI components. It is the responsibility of the contractor to cover their worker under the statutes and also for the payments to be made towards their worker under the statutes.

13.0 COMPLIANCE OF LABOUR LAWS:

- 13.1 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 and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 & 2017 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to pay the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 13.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 13.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 13.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the

security deposit will be refunded only after execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.

- 13.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 13.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

14.0 MFL SAFETY RULES AND REGULATIONS:

- 14.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.
- 14.2 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.
- 14.3 The contractor shall ensure that personal protective equipment needed for the job to be used by each of their personnel all the time.
- 14.4 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 14.5 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.
- 14.6 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.
- 14.7 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc. in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.

15.0 PENALTY CLAUSE:

- 15.1 Delay or Strike or cessation of work by the contractor's labour owing to any dispute with the contractor pertaining to wages or otherwise will not be deemed to be a reason beyond the contractors control and company will impose a penalty of Rs.10,000/- for each day in case of any failure, negligence or refusal on the part of the

Contractor to complete the assigned jobs and shall also be responsible for any loss / damage which may suffer on this account. Full day penalty will be levied even for one hour stoppage of work. No pro-rata basis penalty will be levied.

- 15.2 MFL shall be at liberty to recover the quantum of any damages, losses, costs or expenses incurred by them due to contractor's negligence or by his workmen. The amounts shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with MFL or from any security deposits of the contractor with MFL. Should these sums be not sufficient to cover the full amount claimed by MFL, the contractor shall pay MFL, on demand, the balance of the aforesaid amount claimed. The contractor shall enforce discipline among his workmen / supervisors adhere strictly to all safety procedures as stipulated by the company from time to time.
- 15.3 Besides levy of the penalties, MFL reserves its right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.

16.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

17.0 SUMMARY TERMINATION:

- 17.1 Notwithstanding anything contained in the Clause 2.0 Supra, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.
- 17.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.
- 17.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- 17.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

18.0 SIGNING THE TENDER AND DOCUMENTS:

- 18.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 18.2 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.

- 18.3 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.
- 18.4 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.
- 18.5 Self Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 18.6 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.
- 18.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

19.0 CONSTITUTION OF THE TENDERER:

- 19.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager (a/c)- Contract Cell, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 19.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 19.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 19.4 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.

20.0 INFORMATION ABOUT TENDERERS:

- 20.1 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 13.
- 20.2 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.

- 20.3 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.
- 20.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

21.0 LAWS GOVERNING THE CONTRACT:

The contractor will be governed by the Laws of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

22.0 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 Purchaser in writing the Seller shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.0 ARBITRATION CLAUSE:

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

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

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this clause and such Arbitration shall be in English and take place in the city of Chennai only.

24.0 GENERAL:

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

ANNEXURE-6**REVERSE AUCTION PROCEDURE AND FORMAT****REQUEST FOR QUOTATION – RFQ**

Auction Rule Document (ARD) Reference Number	MFL/RA/2017-18/ << srl.no >>
Process	Online Reverse Auction
Website	https://eauction.gov.in/eAuction/app
Date & Time of Auction	<<date and time>>
Requirement of Item	<<name of the tender with tender number>>

Dear Supplier,

MFL is conducting Reverse Auction for above mentioned Tender. Unlike our past sourcing initiatives, bids for this opportunity will follow through online reverse auction. In this way, a fully transparent, fair market is created, where prospective vendors can evaluate the competition and are provided with opportunity to react as per the competitive live market/ bids & hence can able to modify your bids within the 'pre-intimated' fixed time frame.

We will also take the responsibility to publish the document, for conducting online Reverse auction and the bidding process, train all invited suppliers on how to bid online and conduct the online competitive bidding event and collect post bid cost breakdowns if any. This process shall be managed by M/s National Informatics Centre (hence known as NIC).

The goal of this initiative is to ensure that MFL is receiving the best market prices in the most transparent way and is aligned with right quality suppliers. MFL will keep all information received from suppliers as confidential.

Thanking you for your co-operation and best wishes.

<<Tender Inviting Authority>>

BUSINESS RULES FOR REVERSE AUCTION

1.0 APPLICABILITY

- 1.1 Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2 All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to MFL in the prescribed form at Annexure I.
- 1.3 Any vendor not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2.0 ELIGIBILITY

- 2.1 Only vendors who are technically qualified and who submit the prescribed undertaking to MFL alone can participate in Reverse Auction relevant to the procurement for which Tender is floated.

3.0 COMPLIANCE/CONFIRMATION FROM VENDORS

- 3.1 The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the Tender:
 - 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure I.
 - 3.1.2 Agreement between service provider and vendor. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 - 3.1.3 Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure II.

4.0 TRAINING

- 4.1 MFL will facilitate training for participation in Reverse Auction on its own.

5.0 TOTAL COST OF OWNERSHIP (TCO)

- 5.1 TCO refers to the aggregate amounts payable by MFL for transfer of ownership.

6.0 DATE/TIME FOR TRAINING

- 6.1 The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

- 6.2 MFL shall endeavor to fix such Date/Time at mutual convenience to the vendor/s, and MFL.
- 6.3 No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of MFL might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

7.0 DATE/TIME OF REVERSEAUCTION

- 7.1 The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 1 working Day prior to such auction Date.
- 7.2 Any force majeure or other condition leading to postponement of auction shall entitle MFL to postponement of auction even after communication, but, MFL shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

8.0 CONDUCT OF REVERSEAUCTION

- 8.1 The Reverse Auction shall be conducted on a specific web portal meant for this purpose (<https://eauction.gov.in/eAuction/app>).
- 8.2 The Reverse Auction may be conducted by MFL itself using the NIC facility.

9.0 TRAINING ANDAUCTION

- 9.0.1 MFL is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 9.0.2 Each bidder shall participate in the training at his / their own on prior appointment with MFL but before the date and time mentioned for the auction.
- 9.0.3 Bidders are requested to enroll themselves into the e-auction portal (<https://eauction.gov.in/eAuction/app>) and register their profile and digital key.
- 9.0.4 The credentials so created shall be used to logging into the e-Auction site for participation.
- 9.0.5 Any Queries regarding the enrollment, bidders are advised to contact MFL – e-Procurement Cell (044-25945318 / 25941261) before the date and time mentioned for the auction.
- 9.0.6 All the bids made from the log-in ID will be considered as the bids made by the bidder.
- 9.0.7 Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is

bound to sell the "Offering" as per the Tender at the bid price of TCO.

9.0.8 Every successive bid by the bidder / vendor being decrement bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

9.0.9 MFL shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.

9.0.10 Bidding in the Last 5th minute shall be avoided.

10.0 TRANSPARENCY IN BIDS

10.1 All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

11.0 MASKING OF NAMES

11.1 Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

11.2 After completion of Reverse Auction, the service provider / auctioneer shall submit a report to MFL with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

12.0 START PRICE

12.1 MFL shall determine the start price on its own at appropriate time during or at the conclusion of technical evaluation.

13.0 DECREMENTAL BID VALUE

13.1 The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be fixed by MFL during the start of the Reverse Auction.

13.2 The bid decrement value shall be rounded off to the nearest thousands of rupees.

14.0 COPY OF BUSINESS RULES

14.1 MFL shall up-load copy of the Business rules/ PCF/POST BID DOCUMENT in the auction portal. Only MFL technically qualified bidders for the mentioned tender alone can participate in the auction process.

15.0 REVERSE AUCTION PROCESS

15.1 In order to reduce the time involved in the procurement process, MFL shall be entitled to complete the entire procurement process through a single Reverse Auction.

15.2 MFL shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the MFL.

15.3 The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction using the specified formats provided (Annexure II & III).

16.0 CHANGES IN BUSINESSRULES

16.1 Any change in Business Rules as may become emergent and based on the experience gained shall be made only by MFL.

16.2 Any / all changes made in Business Rules shall be uploaded in the Website immediately.

16.3 If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by MFL.

17.0 DON'TS APPLICABLE TO THEBIDDER/VENDOR

17.1 No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, MFL shall disqualify the vendor / bidders concerned from the reverse auction process.

17.2 Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of MFL to any other third party without specific permission in writing from MFL.

17.3 Neither MFL nor M/s NIC can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (MFL shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

18.0 ERRORS ANDOMISSIONS

18.1 On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of MFL shall be final and binding on all concerned.

ANNEXURE- I**PROCESS COMPLIANCE FORM**

(The bidders are required to print this on their company's letter head, sign & stamp before up-loading)

MFL-BRD Ref No: MFL/RA/2017-18/ <<srl>>

Date: <<date>>

Madras Fertilizers Limited
(A Govt. of India undertaking)
Manali, Chennai – 600068

Dear Sir,

Reverse Auction for <<Description of Item/ service>>
E – TENDER No: <<Tender Number>>

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the MFL business Rule Document (MFL-BRD). 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 MFL in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the MFL-BRD/MFL-BRD from the website of the NIC /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 NIC/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. NIC/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at NIC directly or indirectly in the process of online bidding. NIC 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) 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 honor our online bid(s), which is legally binding on us.

Name:

**Signature:
Designation:**

Company Stamp & Seal

ANNEXURE II**POST BID DOCUMENT****MFL-BRD Ref No: MFL/RA/2017-18/ <<srIno>>**

Date: <<date>>

To

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

***Sub: Final price quoted during online reverse auction conducted on
<<date>> and price break up-of***

***<<Description of Goods/ Services>>
E – TENDER No:<<Tender Number>***

(This sheet should be printed on the Letter head of the bidder duly stamped and signed by the authorized signatories for should be sent to the service provider within 24 hrs. from the completion of auction.)

Dear Sir,

We confirm that we have quoted as final cost of _____ (Price quoted on Total Landed cost Per NIT) as our final landed price during the Reverse Auction conducted today & Please find below the breakup for the same.

ANNEXURE III

POST BID BREAK UP

Bidder(s) who win are hereby advised to give detailed breakup of the final prices in the price bid format provided in the EXCEL sheet and should reach MFL within 24 hours of the completion of Auction.

Price bid should be printed in separate A4 sheet, duly stamped and signed by the authorized signatory of the company.

ANNEXURE-7**EARNEST MONEY DEPOSIT (EMD)**
TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of **₹32,080/-** 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 8**) valid for **165 days** from the due date of bid submission including 45 days claim period or thru RTGS as per details provided in Annexure – 11.
2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM - Contract Cell, MFL, Manali, Chennai 600 068.
3. Holders of valid certificates obtained from NSIC / DGS & D /MSME/ MSEs can claim exemption from EMD payment against proof of valid documents. NSIC should contain the title of the job or part of the title. The monetary limit indicated in the NSIC registration certificate should cover the value of the tender. If the monetary limit in the NSIC certificate is less than the tender value, the tender shall be rejected.
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. After submission of 5% of the contract value as security deposit by way of DD/BG/RTGS by the successful tenderer, EMD submitted by way of BG will be returned to them. EMD will be refunded to the successful tenderers only after receipt of Security Deposit.
7. Offers without EMD or valid NSIC/ DGS & D / MSME / MSEs Certificate for exemption from EMD Payment, will be rejected.
8. 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.
9. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
10. EMD payment either in the form of DD or BG or thru RTGS, or, if seeking exemption based on NSIC Unit, DGS & D, MSME and MSEs with relevant certificates to be directly sent to DGM - Contract Cell, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for Supply of Poclain Services in MFL during 2018 – 2019 – **"TENDER No. ESER/PRODN/POCLAIN/200318/035, dated 28.02.2018"**.
11. **The details of the Earnest Money Deposit document should be submitted physically to the Department on or before 23.03.2018 and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the tender will be summarily rejected.**

ANNEXURE – 8**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.

SECURITY DEPOSIT (SD) - TERMS & CONDITIONS

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Bank Guarantee in the approved format (Annexure – 10) valid upto ninety days beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure – 11, within 21 days from the date of intimation of his selection or before commencement of contract whichever is earlier. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Contract Cell, Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee / DD furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD or BG.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/ operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and GST dues by the contractor, the security deposit will be refunded.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If 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.

ANNEXURE 10**BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT**

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

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

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

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

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

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

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuineness uses 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 11**MFL'S BANK ACCOUNT DETAILS FOR SUBMISSION OF EMD / SD THRU RTGS**

(1076)

MANDATE FORM
Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS)
Facility for receiving payments

A. Details of Accounts Holders :-

Name of Account Holder	MADRAS FERTILIZERS LIMITED
Complete Contact Address	MANALI, CHENNAI – 600 068
Telephone Number / Fax / Email	9884172251 / ins@madrasfert.co.in

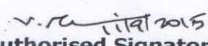
B. Bank Accounts Details :-

Bank Name	STATE BANK OF INDIA
Branch Name with Complete Address, Telephone No. and Email	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI – 600 001
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	SBIN0007347
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB / Current / Cash Credit)	CC ACCOUNT
Complete Bank Account No. (Latest)	10242276424
MICR Code of Bank	600002014


Date of effect :-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date : 11-09-2015


Authorised Signatory
V. MURALIDHARAN
 General Manager - Finance & Accounts
MADRAS FERTILIZERS LIMITED
 Manali, Chennai - 600 068

Certified that the particulars furnished above are correct as per our records.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

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

(Bank's Stamp)

Date : 11-09-2015

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



भारतीय स्टेट बैंक
State Bank Of India

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

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

DDMMYYYY

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें



अ. सं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :
0523600002

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

AUTHORISED SIGNATORIES
Please sign above

⑈483119⑈ 600002014⑈ 000205⑈ 30

MADRAS SECURITY PRINTING PVT. LTD. CHENNAI CTS. 2019

ANNEXURE - 12

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

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

Place: _____ Signature of Authorized Signatory:

Date: _____ Name:

SEAL: _____ Designation:

(To be filled by MFL in case of ordering)

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

ANNEXURE – 13**INFORMATION ABOUT THE TENDERER AND UNDERTAKING**

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

Note: Copies of documents are required to be attached for Sl.No.5 to 10.

Incomplete information and non-submission of copies of supporting documents 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)**

SELF-DECLARATION

I/We hereby declare that I/We have not been banned and de-listed by any Company /PSU / Government Department / Financial Institution / Litigation with MFL.

Place : **Signature of the Tenderer**

Date : **(Name & Office seal)**

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 are true, accurate & with the best knowledge.
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Accepts EMD, SD & Penalty Clause and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE – 14**FORM OF AGREEMENT**

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

This agreement is made on the ___ day of _____ 2018 BETWEEN **M/s MADRAS FERTILIZERS LTD., MANALI, CHENNAI 600 068** (hereinafter called the Company) of the ONE PART and _____(hereinafter called the Contractor) of the OTHER PART.

WHEREAS the Company want that the job of _____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.

- 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 in 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 Contract.

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
(Name and designation with Office Seal)

Signature of the Contractor
(Name and designation with Office Seal)

Witnesses: 1.

2.

BILL OF QUOTE

**Tender cum Auction for Supply of Poclain on hire for the year 2018-19
(GST extra as applicable at the time of billing)**

TENDER No. ESER/PRODN/POCLAIN/200318/035, dated 28.02.2018

Sl. No.	SUPPLY OF POCLAIN	Rate per hour excluding GST (Rs)	On stream hours per day	No. of days	Total amount in (Rs.)
A	B	C	D	E	F (C*D*E)
1.0	model 200 and bucket size 0.9 cu.m		8	120	

Note :

- While quoting, the tenderer has to reckon all the major components, fuel cost, driver /cleaner salary, bata, Poclain transportation, overhead cost, administrative charges, profit and cost of safety apparels to be issued to workers.
- Rates quoted shall be inclusive of all statutory duties and levies except GST
- GST will be extra as applicable at the time of billing
- 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.
- 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.
- Selection will be on L1/R1 basis based on quoted rate.
