

**MADRAS FERTILIZERS LIMITED  
(A GOVT. OF INDIA UNDERTAKING)  
MANALI, CHENNAI 600 068  
E-mail: [gmpa@madrasfert.co.in](mailto:gmpa@madrasfert.co.in)  
Tel: 25945 210/25945 211 Fax: 25941010**

**NOTICE INVITING e-TENDER FOR  
GARDEN MAINTENANCE SERVICE CONTRACT - 2018-19  
Tender No.: ESER/P&A/GARDEN/270318/039 dated 06.03.2018**

**SUMMARY**

Online bids are invited for appointment of Contractors for maintenance of Garden / Lawn / Coconut / Avenue Trees / Green Belt area in MFL Plant (Manali, Chennai – 600 068) and City Premises (Vijay House, No. 5, Chittaranjan Road, Teynampet, Chennai - 600 018) for a period of one year from the date of commencement of the contract.

Tenderers, 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 [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following:

<b>Eprocurement cell</b>	<a href="mailto:epro@madrasfert.co.in">epro@madrasfert.co.in</a> / <a href="mailto:epro1@madrasfert.co.in">epro1@madrasfert.co.in</a>	
<b>Phone</b>	044 2594 5318 / 2594 1261 Mr A M Sridhar	
<b>User contact detail</b>	<a href="mailto:dgmpa@madrasfert.co.in">dgmpa@madrasfert.co.in</a>	044-25945211, 9442258864
	<a href="mailto:trans@madrasfert.co.in">trans@madrasfert.co.in</a>	044-25945219, 9445815443

<b>Description</b>	<b>GARDEN MAINTENANCE SERVICE CONTRACT</b>
Press Tender No. & Date Description	<b>ESER/P&amp;A/GARDEN/270318/039 dt 06.03.2018</b>
Estimated Value of Tender	₹ 26.80 Lacs
Nature of Bidding ( <b>ONLINE</b> )	Two Part Bidding : 1st Part : Techno-Commercial Bid, 2nd Part: Price Bid (Separate Techno-commercial Bid and Price Bid to be submitted)
Commencement of viewing and downloading tender document from e-Tender Website	06.03.2018
Due date & Time for submission	27.03.2018 up to 1600 Hrs
Technical Bid Opening Date & time	28.03.2018 at 1400 Hrs
Bid Submission (To be uploaded on or before the due date and time)	Two Separate on-line bids (1)EMD (2)Techno-Commercial Bid and (3)Price Bid To be submitted with details as per

	<b>Annexure-9</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 Technically qualified tenderer's price bid.
Bid Validity	90 days from date of opening of Techno-Commercial bid
Price Bid Opening Date	Will be intimated only to Techno-Commercially qualified Tenderers.
EMD Amount (2% of Estimated value)	EMD - ₹53,600/- (Rupees Fifty Three Thousand and Six Hundred Only)  EMD in the form of Demand Draft or Bank Guarantee should be kept in a separate sealed Cover No.1, super-scribed as EMD for Tender No.: ESER/P&A/GARDEN/270318/039 dated 06.03.2018 and the same should be addressed to General Manager – P&A, Madras Fertilizers Limited, Manali, Chennai – 600 068 within 3 days (30.03.2018) after the last date and time meant for submission of bids.
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-10 &amp; 11).</b>
EMD BG Validity	135 days from the date of bid submission.
Payment Term	<b>Monthly basis. Payment will be made on 30<sup>th</sup> day from the date of submission of bills</b> subject to bills are in order and acceptance. All efforts will be made to make payment to the service provider on 30th day. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments.
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, if there is no downtrend trend in rate.
Bid Evaluation Basis	The price bids of techno-commercially qualified tenderers will alone be opened. Evaluation of the tender will be on overall L1 basis.
Scope & Brief Description of Work	Refer <b>Annexure-2</b>

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Note:-The Tender document contains 41 pages. Digital signature is required on all pages by the tenderer or the authorized person to sign the tender.

**GENERAL MANAGER (P&A)  
MADRAS FERTILIZERS LTD.,  
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)**
- 1.2 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode/eMudhra/safe script.
- 1.3 Bidder then need to login to the site through their user ID/password chosen during registration.
- 1.4 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.7 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.8 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
- 1.9 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.10 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.11 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.12 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.

- 1.13 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.14 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.15 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.16 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.17 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.18 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.19 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.20 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.21 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.22 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.23 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.24 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.

- 1.25 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.26 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.27 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

**SCOPE & DESCRIPTION OF WORK**

The scope of contract includes the following services for maintenance of Garden / Lawn / Coconut / Avenue Trees / Green Belt area in MFL Plant (Manali, Chennai 600 068) and City Premises (Vijay House, No. 5, Chittaranjan Road, Teynampet, Chennai 600 018):

**At Plant Premises**

- 1) Maintenance of garden / lawns in front of Administrative Block 1 No. measuring 600 sq.ft. (approx.) and southern side measuring 6000 sq.ft.(approx.), etc. / weeding, trimming & pruning of grass by mower, applying of manure / fertilizers, spraying of insecticides / fungicides / weedicides, sweeping, watering, cleaning, placing and removal of indoor plants on weekly basis.
- 2) Maintenance of trees / plants includes watering, pruning, trimming and removal of dried woods to the locations so specified.
- 3) Cleaning & cutting of trees and patch work by planting the grass wherever needed, coconut plucking, top dressing, barracks ground cleaning, helping during function times.
- 4) Clearing of bushes along with peripheral roads in MFL premises.
- 5) Maintenance of green belt area by roadside cleaning, earth work and bund raising and maintenance of nursery.
- 6) Cleaning of Cement / Tar Roads / Peripheral roads (both sides) in MFL premises.
- 7) Upkeep and cleaning works include supply of required minimum quantity of cleaning material and equipment like lawn movers 5 Nos. (4 for MFL premises and 1 for City Office /CMD's Bungalow), chainsaws, Lawn Rollers, forks, knives, bucket with lid, ladders, wheelbarrow, hose pipe, shovel, sprayer and other items required for maintenance of plant, flower bed etc.
- 8) Raking up of soil of all the plants etc. and mix red soil and cow dung once in six months and the cost of material to be borne by the contractor.
- 9) Other jobs include planting of saplings, coconut plucking, placing & removal of indoor plants, helping during function times etc.

**At City Premises**

- 10) Cleaning/cutting of grass and maintenance of lawn 700 Sq.ft (approx.) /garden in Vijay House, No. 5, Chittaranjan Road, Teynampet, Chennai 600 018 and development and maintenance of kitchen garden.

**1.0 PRE-QUALIFICATION CRITERIA**

- 1.1 The tenderer shall have one year experience in garden maintenance/landscaping in the last three years 2014-2015, 2015-16 & 2016-17 (In support of proof of experience, copy of experience certificate (or) work completion certificate shall be uploaded.)
- 1.2 The tenderer shall have a minimum business turnover of Rs.8.05 lacs per annum in any one of the financial year 2014-2015, 2015-16 & 2016-17 (Proof shall be uploaded. Copies of Audited Balance Sheet, Profit and Loss Accounts Statement shall be uploaded.
- 1.3 Banker's Solvency Certificate for an amount of Rs.8.05 lakhs shall be uploaded.
- 1.4 The tenderer shall indicate his Income Tax Permanent Account Number (Proof shall be uploaded).
- 1.5 The tenderers shall have valid registration of ESI and PF code (Proof shall be uploaded).
- 1.6 Copies of Income Tax Returns filed for the last two financial years 2015-16 and 2016-17 shall be uploaded.
- 1.7 The Tenderer shall indicate his Service Tax Registration; Documentary proof for registration and also for Service Tax Returns filed for the last two financial years 2015-16 and 2016-17 shall be uploaded. If he is not an assessee, the reason attributing thereto shall be recorded.
- 1.8 Documentary proof for GST Number shall be uploaded
- 1.9 Techno-Commercial Bid (Annexure 6) & Information about the Tenderer (Annexure 8) – duly filled and signed with seal shall be uploaded.
- 1.10 EMD – DD/BG/NSIC/DGS & D/MSME's. A copy of NSIC/DGS & D/ MSME's Certificate shall be enclosed for seeking exemption from EMD (Per Annexure 4).
- 1.11 Tenders received without documentary proof as indicated above will not be considered for evaluation.

Signed copies of the above documents to be uploaded above as attachments with the online submission of bids. The tenders not accompanying above documentary proof shall be rejected.



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

- The tenderer shall submit the Earnest Money Deposit of ₹53,600/- (Rupees Fifty Three Thousand and Six Hundred Only) by way of demand draft drawn on any Nationalized Bank or any Scheduled Bank (not from Co-operative Banks) in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the approved format (**Annexure 10**) valid for **45 days beyond the offer validity period of the bid.**
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to GM-P&A MFL, Manali, Chennai 600 068.
- Holders of valid certificates obtained from NSIC / DGS & D / MSMEs can claim exemption from EMD payment against proof of valid documents. Otherwise, the bid is liable for rejection.
- Offers without EMD (or) valid NSIC / DGS & D / MSMEs Certificate for exemption from EMD payment, the bid will be rejected.
- EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of contract, if paid by way of BG / DD, through RTGS/NEFT transfers.
- EMD of the selected tenderers paid by way of Demand Draft may be adjusted towards security deposit.
- After submission of 5% of the contract value as security deposit, by way of DD / BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, without prejudice to MFL’s rights to initiate other legal action, for losses, if any, suffered by MFL, even after forfeiture of EMD.
- Unsettled EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- EMD payment either in the form of DD or BG, or, if seeking exemption based on NSIC/ DGS & D and MSMEs, the relevant certificates in physical format shall be sent directly to GM – P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as “EMD for Garden Maintenance Service Contract, TENDER No.ESER/P&A/GARDEN/270318/039 dated 06.03.2018”.
- EMD cover should reach the office of GM – P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068, within 3 (three) days after the last date & time mentioned for the submission of technical bids. Online technical bids without receipt of EMD in time will be rejected.

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

- ❖ Selected tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value within 21 days from the date of LOI / Award of Work, either by Demand Draft on any Nationalized Bank or any Scheduled Bank (not from Co-operative Banks) or BG in the approved format (**Annexure 11**) which should remain valid for a period of 60 days from the date of completion of all contractual obligations of the contractor. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to GM-P&A, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- ❖ In case of EMD paid thru DD by the successful tenderer, the same may be adjusted towards SD and for the balance amount the vendor shall submit by DD / BG in MFL approved format.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the contract period subject to the contractor carrying out all the obligations/operations as required per tender.
- ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to breach / failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of MFL in respect of such Failure/ Breach, losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims & in case of BG, the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.
- ❖ Non-compliance of contract conditions and arbitrary action of contractor without prior knowledge of MFL authorities would result in forfeiture of SD without prejudice to any other claims.
- ❖ SD shall not carry any interest.

**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	The Selected Tenderer shall provide the services for maintenance of Garden/Lawn/Coconut/ Avenue Trees/Green Belt area in MFL Plant (Manali, Chennai 600 068) and City Premises (Vijay House, No. 5, Chittaranjan Road, Teynampet, Chennai 600 018).
Payment Term	<b>Monthly basis. Payment will be made on 30<sup>th</sup> day from the date of submission of bills</b> subject to bills are in order and acceptance. All efforts will be made to make payment to the service provider on 30th day. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments.
Payment Mode	RTGS/NEFT
Delivery Period	Per MFL Instruction.
Offer Validity	90 days from the date of opening of bids.
EMD Details	₹ 53,600/- by way of DD or BG
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for Penalty clause as per Annexure-7	Yes
Acceptance to receive payment for actual Services for MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

(to be signed with seal and uploaded)

**GENERAL TERMS & CONDITIONS****1.0 CONSTITUTION OF THE TENDER**

- 1.1 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 **General Manager P&A**, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 1.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 1.3 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.
- 1.4 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.

**2.0 Period of Contract**

- 2.1 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, if there is no downtrend trend in rate.
- 2.2 MFL shall have the right to terminate the contract by giving 30 days' notice in writing to the Contractor.

**3.0 Summary Termination**

- 3.1 MFL reserves the right to terminate the contract without notice due to any failure of performance / breach of contract on the part of the contractor in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation. The decision of MFL about the failure / breach of contract on the part of the contractor shall be final and binding on the contractor and shall not be called into question.
- 3.2 MFL also have, without prejudice to any other rights and remedies, the right in the event of the failure / breach by the contractor of any of the terms and conditions of the contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.

- 3.3 The decision of Madras Fertilizers Limited about the breach/failure or default on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

#### **4.0 Subletting and 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 dealings with third parties shall be without reference to MFL. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

#### **5.0 Liabilities of Workmen engaged by the contractor**

- 5.1 The selected tenderer shall be responsible for payment of wages and other statutory benefits including ESI, PF, Bonus, Gratuity, etc., to his workers and MFL will not have any responsibility in any dispute between the Contractor and his workers on this account.
- 5.2 The selected tenderer 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, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958, Minimum Wages Act (Central), Child Labour (Prohibition & Regulation) Act 1986 and any other law applicable to the Contract Workmen now in force and as amended from time to time.
- 5.3 The selected tenderer shall fully indemnify MFL for any default or non-observance by him or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the tenderer shall be solely liable for settlement of any claim made by any person due to the non-observance of any of the provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by him as mentioned above and to recover such amounts from any of the amounts payable by MFL to him or in the absence of the same as debt due to MFL by him.
- 5.4 The selected tenderer 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 people under ESI Scheme/EPF besides the recovery of the amounts due by the selected tenderer towards their contribution, penal interest and/or damages as may be levied by the 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 due satisfaction as regards the payment of ESI/EPF dues by the selected tenderer and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 5.5 The contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost.
- 5.6 The contractor shall ensure that his workmen comply with all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking.

5.7 The Contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act. 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.

5.8 From the payments to be contractors against the bills for the services rendered, amount towards statutory levies and wages to the contract workmen to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities and payment of wages to workers.

## **6.0 Evaluation Criteria**

6.1 The price bids of techno-commercially qualified tenderers will alone be opened.

6.2 Evaluation of Price Bid and finalization will be on overall L1/R1 basis as per Annexure – 9.

## **7.0 Tie Situation**

7.1 If during evaluation, any tie occurs between the bidders, the L1 tenderer will be chosen on the following criteria:

Bidder shall be selected on the basis of his better experience evidenced by tenderer's last year turnover.

## **8.0 Reverse Auction**

Reverse Auction will be conducted where there is more than 1 techno-commercially qualified bidder. MFL requires a minimum of 5 bidders for H1 elimination. After opening the price bid, H1 will be eliminated only if the minimum numbers of techno-commercially qualified bidders are 5.

### **8.1 H1 Elimination**

- When the minimum number of eligible bidders is 5 and there occurs a TIE in H1, all the tied bidders will be eliminated.
- When the minimum number of eligible bidders is less than 5 and there occurs a TIE in H1, elimination of H1 Clause will not be apply.

### **8.2 Negotiation**

It will be conducted if, required.

## **9.0 Payment terms**

- 9.1 The selected tenderer shall be paid at the rates finalized between MFL and Selected tenderer.
- 9.2 The selected tenderer shall submit the bills on or before 5<sup>th</sup> of each month for the services rendered. MFL will endeavor to make payment against the bill so submitted on 30<sup>th</sup> day from the date of submission of such bills subject to the conditions that the bills are in order and acceptance. All efforts will be made to make payment to the service provider on 30<sup>th</sup> day. However, if there is any delay in making payment, Company will not pay any interest for such delayed payments. The contractor is required to make payment to their workmen as per Minimum Wages Act (Central) and to submit the monthly bills along with statutory (PF/ESI) payment details together with proof of payment. The contractor shall not be entitled to any interest on the amount of bills pending with MFL for the delay in payment, if any, will give any right to the contractor to suspend the work under this contract.
- 9.3 Bills have to be drawn on GM-P&A, Madras Fertilizers Limited, Manali, Chennai 600 068.
- 9.4 From the payments to the contractor against the bills for the services rendered, amount towards statutory levies to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies on the respective statutory authorities.
- 9.5 Payment will be made only thru RTGS, after reckoning the credit period from the date of receipt of bills subject to the same is in order at MFL.
- 9.6 RTGS Form (Annexure 12) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

## **10.0 Rates**

- 10.1 The tenderers shall quote rate (in both figures and words) in the proforma, "FIXED RATE BILL OF QUOTE" furnished as Annexure-9, inclusive of all statutory levies (except GST as applicable).
- 10.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the GM - P&A or his nominee.
- 10.3 The rates quoted shall be valid throughout the contract period from the date of commencement of the contract.
- 10.4 The rate quoted shall be inclusive of the statutory payments, which the Contractor is statutorily required to make, like PF, ESI, Minimum Bonus @ 8.33% and also the cost of services towards providing Safety equipments such as Helmets, Shoes, Hand Gloves etc. to the workmen. However, GST shall be excluded from the quote. PF, ESI & Bonus will be calculated as per Central Govt. norms.
- 10.5 Whenever Central Government notifies revision in Basic / DA / Bonus, the Schedule of Rates shall be paid by MFL accordingly.
- 10.6 Tenderers are advised to quote rates inclusive of statutory levies (except GST).
- 10.7 The rates quoted shall be valid for 90 days from the date of opening of the tender.

## **11.0 Penalty**

- 11.1 There should not be any shortfall in supply of minimum 17 labourer per day for any short supply of manpower, twice the amount equivalent of minimum applicable wages will be levied for each shortage of labourer.
- 11.2 The Contractor shall render efficient service at all times. Deficiency / shortfall in any of the activities as required by MFL / inadequate supply of labourers by the contract will attract a penalty of Rs.500/- for each occurrence besides point (11.1) as above and the same will be recovered from the contractor's bill
- 11.3 Any expenditure that the Company may be forced to incur as a result of the contractor's negligence, inefficiency or for any other reason whatsoever will be recovered from the contractor.



## **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, Executors, 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 as specified in the Specification details in Annexure-2 and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.

The term “Contract” shall mean and include the entire tender and the agreement signed by the contractor and Madras Fertilizers Ltd.

“MFL” shall mean and include Madras Fertilizers Ltd., Manali, Chennai 600 068 or any of its authorized officers.

“Contract Rates” shall mean the rates finalized and / or accepted between MFL and contractor.

“Company’s Representative” shall mean and include General Manager – P&A or other authorized officers of the Company.

## **13.0 MFL SAFETY RULES & REGULATIONS**

- 13.1 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 officials or other authorized representative/s from time to time.
- 13.2 The contractor should provide the necessary safety equipment like helmets, safety belt, goggles, shoes, gloves etc., to his workmen, in full compliance with safety regulations.
- 13.3 The Contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 13.4 The Contractor shall ensure that personal protective equipment/s needed for the job, are used by each of his personnel (supervisor, skilled and unskilled workmen) all the time.
- 13.5 The contractor shall ensure that no personnel under the contractor will be allowed to use the drums for any type of support or for any makeshift arrangements and they must ensure the usage of proper tools for the jobs assigned to them.

- 13.6 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 for the time being in force or as amended from time to time.
- 13.7 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.

#### **14.0 General Terms & Conditions**

- 14.1 On award of contract, the tenderer shall bring adequate minimum number of labourers not less than 17 (out of which 15 shall be masculine gender) including supervisors as per instructions of authorized MFL Officers for carrying out maintenance of garden/lawn, coconut /avenue trees/green belt area on a day-to-day basis in the Plant premises at Manali, Chennai – 600 068, and maintenance of garden area in City premises.
- 14.2 All necessary implements, equipments and tools like sickles, lawn mowers (power and hand operated), knives, hedge shears, axe, crowbars, spades, hand gloves, hose, sprayers etc. should be adequately provided to the labourers on daily basis by the successful tenderer.
- 14.3 Field operations like daily watering, planting / replanting, weeding, earthing up, application of fertilizers, coconut crown cleaning, spraying of pesticides, fungicides and weedicides have to be regularly carried out as per instructions of MFL. Also, unwanted bushes, wild plants / dried trees, etc. have to be removed as and when required and stacked to the places per direction of MFL.
- 14.4 Upkeep and maintenance of Lawns should be carried out in 8 places situated in and around the Plant premises. However, the main area of operation will be maintenance of garden / lawn near Admn. Building. The total area of Lawns is to be assessed by the tenderers on physical verification.
- 14.5 Maintenance of Green Belt area, planting of new trees and removal of dried trees should be carried out on fortnightly basis.
- 14.6 Planting and maintenance of saplings should be carried out in Green Belt area and other areas in MFL premises.
- 14.7 As the contract value is on rate contract basis, regular attendance of labourers should be ensured in all days except Saturdays and Sundays. There should not be any shortfall in supply of labour force of minimum 17 (out of which 15 shall be masculine gender) and two workmen shall report to City Office/CMD's Residence at Teynampet).
- 14.8 The contractor shall ensure that the labourers, including the supervisors are at their place of work assigned from time to time to carry out the above maintenance operations during the working hours of the Company. If any of the labourers is found to be engaged in a work not connected with this contract during the working hours of the Company, the minimum wages as applicable for such labourers will be deducted from the bills of the contractors along with an equal amount as penalty.

- 14.9 The contractor will bring to the notice of MFL, without delay, any damage to the plants / trees / drums and also pilferage of the produce to enable MFL to take necessary action.
- 14.10 The contractor will also report any damage, blockage/leakage in the pipes or valves in the water lines or break-down of motor pump sets etc. for arranging repairs.
- 14.11 The contractor is responsible for the maintenance and the accounting of the materials supplied to him such as hosepipes, flower pots and other inputs like seeds, fertilizers, agrochemicals, saplings, etc. supplied by MFL. No charges are recoverable from the contractor for such supply of materials. However, the cost of materials which are reported to have been lost or pilfered due to negligence of contractor shall be recovered from the bills of the contractor.
- 14.12 The contractor shall have an office in Chennai City with mobile/landline facility and responsible staff available round-the-clock. The names of such staff including the mobile/landline numbers shall be furnished.
- 14.13 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 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. In addition, MFL may at its discretion, levy a penalty for such violation / non-compliance of any of the provisions of the enactments hereinabove mentioned, besides recovery of penal interest and/or damages as may be levied by ESI/PF or other authorities concerned.
- 14.14 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, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958, Child Labour (Prohibition and Regulation) Act, 1986, Payment of Wages Act, 1936, Minimum Wages Act, 1936, per Central Government notification and any other law applicable to the Contract Workmen as amended from time to time.
- 14.15 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. The tenderer shall be solely liable for settlement of any claim made by any person due to the non-observance by the tenderer of any of the provisions or otherwise of the enactments cited.
- 14.16 The labourers employed by the contractor will be purely the workmen of the contractor. The contractor holds himself totally responsible and liable for all the losses and expenses occurring to MFL by means of any acts and deeds or negligence or otherwise by his employees.
- 14.17 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 people under ESI Scheme/EPF besides the recovery of the amounts due by the contractor towards their contribution,

penal interest and/or damages as may be levied by the 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 due satisfaction as regards the payment of ESI/EPF dues by the tenderer. However, MFL reserves the right to release the security deposit on execution of an Indemnity Bond and or other documents to MFL as may be required by the Company.

- 14.18 Safety provisions like gum boots, masks, hand gloves, etc. to be provided by the contractor to the labourers and the supervisors during all operations in Green Belt area / Coconut Grove in MFL Plant and City Premises at Vijay House, No.5, Chittaranjan Road, Teynampet, Chennai. Any claims arising out of non-compliance of the safety regulations by the labourers shall be to the account of the contractor only.
- 14.19 In the event of an accident causing injury or death of labourers or supervisors engaged by the tenderer, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect. MFL shall not be liable for any damages / losses that may arise / caused due to accident or any action by third parties.
- 14.20 For any damage to MFL property due to negligence of maintenance by the contractor, appropriate penalty will be levied on the contractor as deemed fit by MFL.
- 14.21 The contract labourers shall abide by and strictly adhere to the safety and security regulations within MFL site and City premises.
- 14.22 Smoking inside factory premises is dangerous and hence prohibited strictly. The contractor shall ensure that his labourers comply with this requirement.
- 14.23 The Company will identify the unwanted bushes, wild plants, dried trees etc. in Plant area and the contractor will undertake the work as directed by MFL. Tree planting in plant area are to be undertaken.
- 14.24 The selected tenderer shall agree and undertake to indemnify MFL from any loss / damages / expenses / costs by reason of any claim from any person whatsoever, arising out of any failure on the part of the selected tenderer to fulfill his obligations under the contract.
- 14.25 The tenderer should be in a position to take up the work immediately on award of contract.
- 14.26 Failure on the part of MFL to insist on the other upon strict observance/performance of any provisions hereof, shall not constitute a waiver of the rights to require such performance nor shall a waiver in one case constitute a waiver with respect to another of a similar nature or otherwise.

## **15.0 Signing the Tender and Documents**

- 15.1 The tender and all connected documents shall be signed by all the Partners/Directors/Members of the tenderers or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tenderers.

- 15.2 Person or Persons signing the tender shall state in what capacity he is or they are signing the tender, i.e. as Sole Proprietor of a firm or as Secretary/Manager/Director etc., Limited Company.
- 15.3 In the case of Partnership Firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract. The original partnership deed, along with an attested copy, should accompany the tender.
- 15.4 In the case of 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.
- 15.5 In the case of Hindu undivided family, the names of the family members should 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 favour 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.
- 15.6 Any happening like death/resignation of any partner/director/member shall be notified within 24 hours of such happening by Registered letter to the GM-P&A, MFL, Manali, Chennai 600 068. On receipt of such notice, the Company reserves the right either to terminate or continue the contract. In case of any change in the composition of the tenderer, it shall be brought to the notice of MFL immediately in writing.
- 15.7 The tender duly filled in all respects shall be signed on each page by the tenderers.

## **16.0 Special Terms & Conditions**

- 16.1 The Tenderer should be prepared to come to MFL, Manali, Chennai 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 16.2 The successful Tenderer shall enter into an agreement with MFL, on a stamped paper of appropriate value, incorporating the terms and conditions of the contract, failing which the EMD shall be forfeited and the Tenderer shall also be liable to compensate MFL for any losses incurred. The decision of MFL on such losses shall be final and binding.
- 16.3 For operational convenience, MFL reserves the right to appoint one or more Contractors for this job with identical rates or different rates by splitting up of the contract and no claim shall lie against MFL on this account and MFL's decision on this will be final and binding the contractor(s). MFL reserves the right to reject any or all tenders without assigning any reason thereof.
- 16.4 The Contractor shall not sub-let, assign, or transfer in whole or in part of the Contract awarded to the successful Tenderers.

- 16.5 Failure on the part of either party to insist on the other upon strict observance/performance of any provisions hereof, shall not constitute a waiver of the rights to require such performance nor shall a waiver in one case constitute a waiver with respect to another of a similar nature or otherwise.
- 16.6 The Tenderer shall not change the composition during the currency of the contract without the prior approval of the Company. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the General Manager – P&A, MFL, Manali, Chennai 600 068. On receipt of such notice, the Company reserves the right either to terminate or continue the contract.
- 16.7 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.
- 16.8 The selected tenderer agrees and undertakes to indemnify MFL from any losses/damages/expenses/costs by reason of any claim from any person whatsoever, arising out of any failure on the part of the selected tenderer to fulfill his obligations under this Contract.

#### **17.0 Laws governing the Contract**

- 17.1 The contract will be governed by the laws of India for the time being in force and as amended or made from time to time and the courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

#### **18.0 Arbitration**

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

**INFORMATION ABOUT THE TENDERER**

1.0 Name and Address of the Tenderer :

Address	Telephone No.	Office Fax No.	Persons to be contacted on 24 hrs basis	No. of persons employed
Registered Office			Name: Phone: Mobile:	
Office at Chennai				
			Name: Phone: Mobile:	
Branches (if any)				
			Name: Phone: Mobile:	

2.0 Year of Establishment :

3.0 Status of the firm : Proprietary/Partnership/Regd.Co./Associate/Joint Venture.

4.0 Name & Address of Partners / Directors / Proprietor as the case may be:

5.0 Name of the person authorized to sign the tender and related documents:

6.0 Name and Designation of the Person with whom Company may correspond:

7.0 Nature of Main & Subsidiary Business of the Tenderer :

8.0 Experience in providing Garden Maintenance Services in the following financial years (Attach certificates or award letters from organizations served)

Period	Organisation	Operations carried out
2014-15		
2015-16		
2016-17		

9.0 Turnover details for the following financial years (Copies of Proof to be attached)

Period	Organisation	Operations carried out
2014-15		
2015-16		
2016-17		

10.0 ESI Code No. under the ESI Act :  
(with documentary proof)

11.0 PF Code Number under EPF Act :  
(with documentary proof)

12.0 GST Registration Details :  
(with documentary proof)

13.0 Income Tax Permanent Account no. :  
(with documentary proof)

14.0 Bank details with which Tenderer has dealings : **Annexure - 13**

15.0 Any court case is filed against you or your concern :

16.0 Have you / your Firm filed any case against your client :

17.0 No of persons employed by the Tenderer :

19.0 PAN Details with Documentary proof :

20.0 Details of EMD submitted

DD / Banker's Cheque No., :  
Date & Value :  
(In case BG submitted)  
BG No. & Date :  
BG Value :  
Name of the Bank and Branch :  
Validity period of BG :

**Non-submission of copies of supporting documents for the above will lead to rejection of tender.**

21.0 Banker's Solvency Certificate :

22.0 Income Tax Returns for the last two financial years.

Financial Year	Return details
2015-16	
2016-17	

23.0 If there is any case filed by the tenderer against any other company or any company filed any case against the tenderer, a self-declaration is to be given by the tenderer.



**(Non-submission of copies of supporting documents for the above will lead to rejection of tender.)**

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

**Place:**

**Signature of the Tenderer  
(Capacity in which signing)**

**Date:**

**Office Seal**

**SAMPLE PRICE BID FORMAT****GARDEN MAINTENANCE SERVICE CONTRACT - 2018-19  
(MONTHLY BASIS)**

	<b>Details</b>	<b>Amount (Rs.)</b>
a	Minimum wages per manday (Agriculture unskilled labour rate)	<b>341.00</b>
b	<b>No. of contract labour / month (17*261)/12 – Monday - Friday</b>	<b>370</b>
A	a*b	126170.00
c	Employer's ESI contribution - 4.75%	5993.00
d	Employer's PF contribution 13.16 %	16604.00
e	Statutory Bonus – 8.33% (341*370*8.33%)	10510.00
f	Annual leave with wages (@ 15 days p.a.)	7985.00
g	Paid Holidays (@ 9 days p.a.)	4791.00
B	(c to g)	45883.00
<b>C</b>	<b>Sub Total (A+B)</b>	<b>172053.00</b>
<b>D</b>	<b>Administrative charges (Rs./Month)</b>	<b>DO NOT QUOTE PRICE IN THIS HARDCOPY FORMAT</b>
	TOTAL	

During the course of contract period, any revision like Basic / DA / BONUS/ GST etc., notified by the GOI, the same will be revised by MFL.

**INSTRUCTIONS :**

- 1 The tenderer shall quote only the Administrative charges, otherwise the bid will be rejected. While quoting, the tenderer has to reckon all the major components, including overhead cost, administrative charges. Based on the input in percentage, the rates in the Quoted Rate per Mandays column will be automatically worked out and displayed with total value.
- 2 The components under the Price Bid Format are fixed one
- 3 Rates quoted shall be inclusive of all statutory levies, excluding GST.
- 4 Payment of GST will be paid by MFL.
- 5 If the rate quoted by the tenderer happens to be lower than the rate quoted in the Column C, the Price bid of the tenderer will be rejected.
- 6 Bidders should ensure that prices should not be indicated anywhere other than price bid format.
- 7 If prices are indicated other than price bid format, their offer will be rejected
- 8 The contractor has to engage minimum of 17 nos. of manpower including supervisor per day from Monday to Friday except Saturdays and Sundays.
- 9 The Contractor shall pay minimum wages to contract workers as prescribed by Government of India (GOI).
- 10 Before quoting, the tenderer shall be solely responsible to fill up the above blanked column to arrive the total charges based on the above format for calculation.**

**TENDERER UNDERTAKING**

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Penalty clauses and agrees to invocation of the respective clause(s) in case of non-fulfilment of commitment.
- Declares that M/s MFL 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 MFL.
- MFL will go for Reverse Auction process, to finalize the tender. The decision to conduct Reverse Auction will be conveyed to short-listed bidders.
- Subsequent to Reverse Auction process, if MFL deems it fit to conduct negotiation with the R1 Tenderer, MFL reserves the right to do so by inviting the R1 Tenderer in person to finalize the price.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

**BANK GUARANTEE FORMAT FOR EMD**

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

To  
Madras Fertilizers Limited

Whereas .....  
(hereinafter called the “tenderer”)  
has submitted their offer dated ..... for the  
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 MFL (hereinafter called the  
“Purchaser”)in the sum of..... for which payment will and truly to  
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 the 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 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 beyond 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
Name and designation of the officer

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

**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 \_\_\_\_\_, Contract No. \_\_\_\_\_ dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ for the services 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 ` \_\_\_\_\_ (Rupees \_\_\_\_\_). We \_\_\_\_\_ (Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We \_\_\_(bank)\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_). We undertake to pay to the company any money demanded not withstanding 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 at liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

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

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

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

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

This guarantee shall be valid until the .....

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

Name and designation of the officer .....

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

**MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI 600068**

**E-PAYMENT/FORMAT FOR RTGS/NEFT**

1	Name and address of the Firm / Contractor / Person	
2	Name of Bank	
3	Address of the Bank	
4	Name of Account Holder	
5	Account Number	
6	Account Type	
7	NEFT / IFSC / RTGS NO.	
8	PAN No.	
9	State Code :	
10	Contact Person	
11	Phone (Mobile / Landline)	
12	Email ID (if any)	

**BANK CERTIFICATE**

We \_\_\_\_\_, having our Branch at \_\_\_\_\_ have verified and certify that the information provided in Sl. Nos., 1 to 8 are correct per our records.

Signature of the authorised  
Official from the Bank with Seal

Encl: Cancelled / Copy of Cheque Leaf

<b>TIME LINES</b>	
<b>Training</b>	Training on Bidding process will be given by the service provider M/s Bob will be provided till _____ (if required Kindly take the prior appointments)
<b>Acceptance form submission Last date</b>	Date _____ Time _____
<b><u>On-Line Auction</u> Date &amp; Time</b>	Date _____ Time _____
<b>Contact Details</b>	
<b>BOB</b>	<b>Bangalore:-Ms. Marita Ravi</b> 080 49000213/14/15/marita.ravi@bobeprocure.com <b>Chennai- Mr. Raghavan</b> 09381428882 ; raghavan.venkataraman@bobeprocure.com
<b>MFL Chennai</b>	(user department member contact details)

**MATERIAL FOR BID:**

**Bidding will be on Quoted Rate (QR) i.e (Inclusive of Statutory payments, payable to the contract workmen i.e., Minimum Wages notified by Central Government, ESI, PF, Bonus, etc., and any other statutory taxes and levies notified by the Government, from time to time and will remain fixed throughout the contract period) for Garden Maintenance Service Contract 2018-19.**

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. MFL will provide, if require the calculation sheet (eg.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to MFL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
8. The lowest bidder has to send a fax or scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL through service provider within 24 hours of action without fail.



9. Any variation between the on-line seal bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct Auction with MFL as per prevailing procedure.
10. In case MFL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with MFL shall be opened as per MFL standard practice.
11. **SPECIAL INSTRUCTIONS:** Bidding within the last minute and seconds should be avoided in the bidders own interest. Neither the Service Provider nor MFL is responsible for any internet speed slowdown or outage or due to any such failure on the part of the bidder, in such cases.
12. **All other Terms & conditions as per MFL**—See Annexure 8
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

#### **Auction Rule for finalisation of Service Provider**

MFL shall finalise the Service Provider for Janitorial & Housekeeping Service - 2016-17 against this Tender through reverse auction mode. MFL has made arrangement with **M/s BOB Tech Solutions Pvt Ltd, Bangalore** who shall be MFL's authorized **service provider** for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to the service provider. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either MFL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back - up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and MFL is not responsible for such eventualities. **Bidding in the last minutes and seconds should be avoided in the bidders own interest.**

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

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

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The Exchange Rate, if any (in case of foreign currency) will be intimated a day prior to the date of Auction. The price bid placed during the “Sealed Bid Auction” as well as “Reverse Auction” shall be the total price for each item.
5. **BID PRICE:** The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of 60 days and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.
9. **Procedure of Reverse Auctioning:**
  - i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to MFL or less. The bidders shall confirm in writing to MFL that their opening bid shall be same as that quoted in their final sealed price bid submitted against the above Tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
  - ii. **Bidders are advised to uniformly reduce their rates in all the items for which they have quoted.**
  - iii. **English Reverse (no ties) {Reverse Auction}:** MFL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the

start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.

- iv. **Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
- v. Sealed Bid auction will be for 15 minutes and English Reverse auction (no ties) shall be for a period of one hour. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
- vi. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**
- vii. The bid decrement amount shall be specified by MFL before start of bidding.
- viii. Any commercial loading if any, shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
- ix. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Excel Format (if provided during intimation of conducting Reverse Auction) after the completion of Auction to MFL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
11. During English Reverse auction (no ties), if no bid is received within the specified time, MFL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, MFL shall take action as appropriate.**
13. You shall be assigned a **Unique User Name & Password** by the service provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from MFL / the Bobtech to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
14. At the end of the Reverse Auction, MFL will decide upon the winner. MFL's decision on award of Contract shall be final and binding on all the Bidders.
15. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
16. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

**ONLINE BIDDING/ Reverse Auction Methodology**

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

7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
  1. Leading Bid in the Auction.
  2. Your Rank.
  3. Bid Placed by you.
  4. Opening Price.
  5. Min Decrement.
8. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
9. **AUTO BIDS:** Auto bidding feature is a pro-supplier feature to safe guard the supplier’s interest of any Internet failure or to avoid last minute rush. The Auto feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

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

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

12. All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to **Bobtech** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
13. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to **Bobtech** for further proceedings.

**Process Compliance Form**

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

ARD Ref No: MFL/RA/\_\_\_\_\_

Date: \_\_\_\_\_

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

Dear Sir,

**Reverse Auction for APPOINTMENT OF SERVICE PROVIDER FOR GARDEN  
MAINTENANCE SERVICE CONTRACT 2018-19(MFL tender ref: \_\_\_\_\_ and  
date. .scheduled on \_\_\_\_\_.**

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

We confirm:

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

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

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

Signature :

Company Stamp/Seal Name

Designation :

**Post Bid Document**

ARD Ref No: MFL/RA/\_\_\_\_\_

Date: \_\_\_\_\_

**To**

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

**Sub: Final price quoted during online reverse auction conducted on \_\_\_\_\_ and price break up for Appointment of Service Provider for Garden Maintenance Service Contract 2018-19 (MFL Tender Ref: \_\_\_\_\_)**

Dear Sir,

We confirm that we have finally quoted Rs. \_\_\_\_\_.  
(Price quoted on Total Cost to MFL basis)

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

**SAMPLE PRICE BID FORMAT  
GARDEN MAINTENANCE SERVICE CONTRACT – 2018-19  
(MONTHLY BASIS)**

	<b>Details</b>	<b>Amount (Rs.)</b>
a	Minimum wages per manday (Agriculture unskilled labour rate)	<b>341.00</b>
b	<b>No. of contract labour / month (17*261)/ 12 – Monday - Friday</b>	<b>370</b>
A	a*b	126170.00
c	Employer's ESI contribution - 4.75%	5993.00
d	Employer's PF contribution 13.16 %	16604.00
e	Statutory Bonus – 8.33% (341*370*8.33%)	10510.00
f	Annual leave with wages (@ 15 days p.a.)	7985.00
g	Paid Holidays (@ 9 days p.a.)	4791.00
B	(c to g)	45883.00
<b>C</b>	<b>Sub Total (A+B)</b>	<b>172053.00</b>
<b>D</b>	<b>Administrative charges (Rs./Month)</b>	<b>DO NOT QUOTE PRICE IN THIS HARDCOPY FORMAT</b>
	TOTAL	

During the course of contract period, any revision like Basic / DA / BONUS/ GST etc., notified by the GOI, the same will be revised by MFL



**INSTRUCTIONS :**

- 1 The tenderer shall quote only the Administrative charges, otherwise the bid will be rejected. While quoting, the tenderer has to reckon all the major components, including overhead cost, administrative charges. Based on the input in percentage, the rates in the Quoted Rate per Mandays column will be automatically worked out and displayed with total value.
- 2 The components under the Price Bid Format are fixed one
- 3 Rates quoted shall be inclusive of all statutory levies, excluding GST.
- 4 Payment of GST will be paid by MFL.
- 5 If the rate quoted by the tenderer happens to be lower than the rate quoted in the Column C, the Price bid of the tenderer will be rejected.
- 6 Bidders should ensure that prices should not be indicated anywhere other than price bid format.
- 7 If prices are indicated other than price bid format, their offer will be rejected
- 8 The contractor has to engage minimum of 17 nos. of manpower including supervisor per day from Monday to Friday except Saturdays and Sundays.
- 9 The Contractor shall pay minimum wages to contract workers as prescribed by Government of India (GOI).
- 10 Before quoting, the tenderers required to arrive the cost, based on the above format for calculation.**

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

Yours sincerely,

**Company: For M/s**

**Contact Name:**

**Date:**

**Seal:**