

MADRAS FERTILIZERS LIMITED

(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI - 600 068

NOTICE INVITING TENDER

FOR

REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES AT MFL –PHASE - I

TENDER No. ESER/TS/NPK-A CIVIL /280318/009/ dated 08.03.2018

SUMMARY

Online bids are invited for **“REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES AT MFL – PHASE I”**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in [“Tenders” – “e-tenders”] or Central Public Procurement web <http://eprocure.gov.in> / eprocure / app. Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following :

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

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

User contact detail: Mr.P Stalin - 044 25945338

Mr.T Sivaraman – 044 25945344

Description : “REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES AT MFL – PHASE I”	
Estimated Value of Tender	₹ 9.83 Crores
Nature of Bidding	Two Stage Bidding: 1 st Part : Techno-Commercial Bid 2 nd Part : Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	08/03/2018
Due date & Time for submission	28/03/2018 at 16:00 Hrs
Technical Bid Opening Date & time	29/03/2017 at 14:00 Hrs
Bid Submission (To be uploaded on or before the due date and time)	Three Separate Online bids (1) EMD (2) Techno-Commercial Bid and (3) Price Bid To be submitted with price break-up details as per Annexure-5 on or before the date & time meant for submission of bids.

Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid.
Validity	90 days from the date of opening of Techno-Commercial bid
Price Bid Opening Date	Will be intimated to Techno-Commercially qualified Tenderers Only.
EMD Amount	₹ 19,66,000/- (Rupees Nineteen Lakhs Sixty Six Thousand Only). Original EMD / DD / BG / RTGS (Scanned copy of RTGS details) should be furnished in a separate sealed cover superscribed as EMD for Tender No.ESER/TS/NPK-A CIVIL/280318/009 dt.08.03.2018 and the same should be submitted to DGM – Technical Services on or before 31.03.2018.
Performance Security Deposit (SD)	5% of the Contract Value in the event of placement of Award of Contract.
Mode of Payment for EMD & PSD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (Annexure - 13 & 14) or thru RTGS per details furnished in (Annexure - 17).
Time Schedule for completion of job	6 months from the date of handing over of site by MFL.
Liquidated Damages	Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the Total Contract Value.
Validity of BG for EMD	135 days from the date of opening of tender.

Payment Term	<p>90% will be paid on monthly bill basis against the value of actual work completed on the "Running on Account" (RA) bills submitted by the Contractor duly certified by MFL Engineer – In-charge, after recovery of the following, if any :</p> <p>a) Value of Chargeable materials issued by MFL, if any b) Statutory deductions like Taxes & Duties, TDS, etc., as applicable. c) Any other recovery if becomes due.</p> <p>Balance 10% (Retention Money) shall be released after successful completion of the entire job.</p> <p>The RA bills shall be submitted on monthly basis.</p> <p>Payments shall be released as per above schedule within 30 days from the date of receipt of Invoice at MFL.</p>
Contract Period	The Contract shall remain in force till the job is completed, i.e., 6 months from the date of handing over of site by MFL.
Bid Evaluation Basis	Techno-Commercially qualified on Lowest Tender (Total Landed Cost) basis.
Scope of Work / Duties and Responsibilities of the Contract	Refer Annexure - 3

LIST OF ANNEXURES

Instructions for applying e-Tender	Annexure 1
Qualification Criteria	Annexure 2
Scope of Work	Annexure 3
Techno Commercial Bid Format	Annexure 4
Bill of Quote / Price Bid	Annexure 5
Tenderer's Undertaking	Annexure 6
Information about Tenderer	Annexure 7
EMD Terms and Conditions	Annexure 8
PSD Terms and Conditions	Annexure 9
Commercial Terms and Conditions	Annexure 10
General Terms and Conditions	Annexure 11
General Instructions	Annexure 12
BG Format for EMD	Annexure 13
BG Format for PSD	Annexure 14
Format for RTGS	Annexure 15
Format for Agreement	Annexure 16
MFL RTGS details for payment of EMD / SD / WGD	Annexure 17

**Deputy General Manager
Technical Services
Madras Fertilizers Limited
Manali, Chennai - 600 068.**

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1.0 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s.National Informatics Centre (NIC)**
- 1.1.1 Bidders should do the Registration in the Tender Site <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.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls /.jpeg /.rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.

- 1.1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details.
- 1.1.15 The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part, their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

QUALIFICATION CRITERIA

1.0 Qualification Criteria

- 1.1 Tenderer should have executed the following (1.2 i, ii & iii), in carrying out Civil repair works in any Industry (Copy of Award of Work should be attached) prior to applying this tender.
- 1.2 Experience of having successfully completed similar work (ie., Rehabilitation / Civil repair works viz., Dismantling of cover concrete / gunited layer, providing polymer modified mortar, micro concrete jacketing, resin coating etc.,) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
- (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost (or)
 - (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost (or)
 - (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 1.3 Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous Financial Year (April 2016 - March 2017), should be at least 30% of the estimated cost.
- 1.4 Tenderer should attach the proof of PF, ESI and GST (ARN & Provisional ID) allotment letter.

Non-compliance of any of the above criteria shall lead to disqualification of the tender.

2.0 Documents required

- a) Copies of Award of work from their clients to prove the previous experience in the related field.
- b) Copies of ESI code allotment letter.
- c) Copies of PF code allotment letter.
- d) Copies of GST allotment letter (ARN & Provisional ID).
- e) Annexures - 4, 5, 6, 7, 8, 9, 10, 11 & 12.

Note :-

All the bidders are advised to visit NPK A Train at MFL before quoting the rates for on the spot assessment and quantify the nature of job.

**SCOPE OF WORK
(PHASE – I)**

1.00 BIDDER'S SCOPE :

1.01 The Scope of Work is defined in detail under the Schedule of Rate / Bill of Quote. However, the various jobs covered under the scope of this tender are briefed below :

- The gunited layer wherever provided, shall be removed along with mesh reinforcement.
- Wherever, the parent surface is sound, no further strengthening is required as the core concrete is having more than adequate in-situ strength. In such columns and beams, patchwork repairs shall be done using single pack polymer modified mortar as per the direction of Engineer – In-charge (EIC).
- Wherever, the cover concrete is delaminated due to corrosion of reinforcement in parent concrete will get spalled of while removing the gunitting. As such places, 75 mm thick micro concrete jacketing shall be provided after :
 - Thoroughly clearing the reinforcement.
 - Augmenting the missing as well as severely reduced reinforcement.
- Wherever new concrete is placed in the form of jacketing, additional corrosion mitigation measures shall be adopted in which sacrificial anodes shall be provided in designed numbers which will substantially reduce the expected rate of further corrosion.
- The corrosion distresses in the slab soffits shall be repaired using single pack polymer modified mortar as per direction of EIC. Wherever, the entire panel is affected, it will be cost effective to recast the panel using shuttering, keeping the old reinforcement.
- The entire External & Internal Plaster of the building shall be removed and re-done.
- The entire concrete and plastered surface shall be coated with high performance anti-carbonation coating.
- The portal frames in dilapidated condition of the pipe rack between 'NPK A & B' and 'NPK C' shall be demolished and re-done by using M25 concrete. The frames which are comparatively in better condition can be repaired using single pack modified mortar as per direction of EIC.

1.02 Any materials / accessories / fittings etc., which may not be specifically mentioned in the Scope of Work but which are normally used / necessary are to be provided by the successful tenderer without any extra cost to MFL.

2.00 MFL's SCOPE :

2.01 MFL will provide water and power at free of cost at one point only. The successful tenderer shall make their own arrangement to extend the same to their work spot.

3.00 QUANTITY :

3.01 Please refer Schedule of Rate / Bill of Quote.

3.02 The quantities indicated in the Schedule of Rate / Bill of Quote are approximate only. Payment shall be made for the quantities actually executed and certified by the MFL Engineer-in-charge.

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address	
Detailed Technical Specification offered	
Payment Term	<p>90% will be paid on monthly bill basis against the value of actual work completed on the "Running on Account" (RA) bills submitted by the Contractor duly certified by MFL Engineer - In-charge, after recovery of the following, if any :</p> <p>a) Value of Chargeable materials issued by MFL, if any b) Statutory deductions like Taxes & Duties, TDS, etc., as applicable. c) Any other recovery if becomes due.</p> <p>Balance 10% (Retention Money) shall be released after successful completion of the entire job.</p> <p>The RA bills shall be submitted on monthly basis.</p> <p>Payments shall be released as per above schedule within 30 days from the date of receipt of Invoice at MFL.</p>
Payment Mode	RTGS / NEFT
Time Schedule for the Completion of the Job	6 months from the date of handing over of site by MFL.
Guarantee	12 months from the date of completion of job.
Delivery / Service Term	Service as in the Annexure – 10
Delivery / Service Place	MFL Plant
Offer Validity	90 days from the date of opening of bids.

GST (ARN / Provisional ID) No.	
EMD Details (₹ 19,66,000/-)	
Acceptance to give 5% PSD in the event of placement of Award of Work	Yes
Acceptance for LD Clause as per Annexure - 10	Yes
Acceptance to all other tender terms & conditions not mentioned herein	Yes

Signature of the Authorized Person :

Name & Designation of the Authorized Person :

BILL OF QUOTE / PRICE SCHEDULE

**REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES AT MFL
PHASE - I**

Preamble to Bill of Quote / Price Schedule:

- 1) The Tenderer shall refer to the "Scope of Work" before quoting the rates.
- 2) The rate quoted (excluding the applicable taxes / duties) shall be firm and free from escalation.
- 3) The tenderers shall indicate separately the applicable duties and taxes / statutory levies in the Price Schedule. Any change in the present structure of Taxes and Duties and / or applicability of new taxes and duties will be borne by MFL.
- 4) All tenderers are strictly advised to quote in the prescribed format given below (price schedule), failing which their bids will be liable for rejection.
- 5) The quantities indicated below are approximate only. Payment shall be made for the quantities actually executed which shall be certified by the MFL Engineer-In-charge.
- 6) **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.**
- 7) **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.**

PHASE - I (FROM EL:100.00' to 124.50')

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
1.0	<u>Dismantling & Removal of Gunited Layers & Cover Concrete</u> :				
1.1	Removal of existing Gunited layer along with mesh reinforcement on columns, tie beams, walls, slabs etc., plaster on external & internal walls of the entire building by jack hammer or any other tools or by manual means; including making the site accessible by removing the sediments deposited on the floor, Providing necessary scaffolding wherever required, installation of safety signs & barricading the site etc., (All dismantling shall be carried out as per the direction of the Engineer-In-Charge only)	400 CU.M			
1.2	Removal of cover concrete on columns, tie beams, slabs etc., by jack hammer or any other tools or by manual means., by providing necessary scaffolding wherever required, installation of safety signs & barricading the site etc., (All dismantling shall be carried out as per the direction of the Engineer-In-Charge only)	200 CU.M			
1.3	Disposal of the dismantled unserviceable material within 500 meters inside the Plant premises.	600 CU.M			
2.0	<u>Demolition</u> :				
2.1	Demolition of Portal frames of NPK-A Train and the adjacent, which accommodates pipe bridge running between A & B Train.	100 CU. M			

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
2.2	Disposal of dismantled unserviceable material within 500 meters inside the Plant premises.	100 CU.M			
3.0	<u>Coating :</u>				
3.1	Providing & supplying the rust passivator to the existing / additional rebars including wire-brushing manually or by mechanical cleaning etc. complete by running water. (Measurement on the basis of area of concrete exposed)	225 0 SQ. M			
3.2	Preparing the exposed surfaces and curing the same with KP100 to ensure bonding efficiency of the same to make it more compatible to hold and retain Single Pack Polymer Modified Mortar and or Micro concrete .	2250 SQ. M			
3.3	Providing & applying two coats of anti-corrosive protective coating on rebars. (Measurement on the basis of area of concrete exposed)	2250 SQ.M			
4.0	<u>Polymer Modified Mortar Plastering :</u>				
4.1	Providing & applying up to 25mm thick pre-packed polymer mortar to load carrying R.C.C. members in two layers with required water cement ratio for desired consistency and applying and finishing by floating, curing after initial setting time etc. as per manufacturers specifications etc. complete in all respect.	2250 SQ.M			

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
4.2	Providing additional / extra reinforcement with steel bars / MS rods for replacing worn out, corroded rods, insert plates removing old corroded steel rods / plates to scrap yard including the cost of 18 gauge GI binding wire, straightening cutting bending in position including tying / welding (if necessary).	10 MT			
4.3	Installation of self-sacrificing anodes to prevent further corrosion of the existing & or renewed / over lapped steel reinforcement of columns, beams, walls etc.	900 Nos.			
4.4	Providing bonding coat of Polymer Latex over the exposed steel/ welded mesh/ concrete in the ratio of 1:1 or 1:1.5 (Polymer : Cement) complete as per EIC's instructions.	550 SQ. M			
5.0	<u>Construction of Portal frames and machine platforms wherever required :</u>				
5.1	Providing and laying reinforced cement concrete of grade M-25 (using 20 mm nominal gauge graded stone aggregate) machine mixed and mechanically vibrated and finished to a fair face but excluding the cost of centring, shuttering and reinforcement in foundation and plinth, for rafts, footings, bases of columns, pedestals, beams, walls, columns, slabs, stairs, machine and equipment foundations, pile caps, box sections, pipe supports, etc., complete in all respects as per direction of Engineer-In-Charge.	90 CU.M			

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
5.2	Supplying, cutting, bending, hoisting, placing in position and binding with 18 SWG annealed wire, high yield strength deformed steel reinforcements for all R.C.C. works including all necessary handling at all heights and depths complete in all respects and as per direction of the Engineer-in Charge.	12 MT			
5.3	Providing and laying plain cement concrete, machine mixed and mechanically vibrated in foundations, plinth, under floors, etc., 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 20 mm of nominal size)	20 CU.M			
5.4	Providing, fabricating, erecting and fixing in position with bolts and nuts, nails and ties, etc., centring and shuttering materials true to line and level, including strutting, propping, staging etc. with chamfering the corners of columns and beams etc., wherever required including making joints in the shuttering fully leak-proof, i/c. striking, dismantling and removing the aforesaid assembly after concreting is over, including all labour and materials complete in all respects and as per direction of Engineer-In-Charge.	800 SQ. M			

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
6.0 <u>Micro Concrete Jacketing if required :</u>					
6.1	Repairing cracks & spillings in RCC as directed by Engineer, by fixing M.S. non-return nipple of 13 mm diameter taper at bottom with epoxy putty including drilling of holes of 14 mm to a depth of 100 mm to 150 mm in concrete or as per requirement at site, including cleaning of cracks and removal of loose particles, providing and injecting with low viscosity pre-approved epoxy grout through nipples with special injection at a pressure of 3 kg/sq.cm. to 5 kg/sq.cm till firm resistance from the surface is received. The rate should include providing all materials, tools, machinery, labour etc. complete in all respects.	200 Nos.			
6.2	Providing & supplying impregnated fibre board of thickness ranging from 20 mm to 50 mm SUGIRCOAT / SHALITEX or equivalent for expansion joints and joints around equipment foundations to separate them from paving, flooring or other structure and also between the two structures including joint sealant of polysulphide sealant PIDS.	150 SQ. M			

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
7.0	<u>Resin Coating :</u>				
7.1	Providing and applying Resin Coating over the finished concrete surfaces as per the direction of EIC.	3000 SQ. M			
8.0	TOTAL				

(Rupees _____)

Signature of the Authorized Person :

Name & Designation of the Authorized Person :

\

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the Specification, Scope of Work, Instructions, Forms, Annexures, Terms & Conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer.
- Confirms that awarding of the Contract / Purchase Order based on the bids of the tenderer is the sole discretion of MFL.
- Undertakes to honour the bid(s), which is legally binding on, if the Contract / Purchase Order is awarded to the tenderer.
- Accepts EMD, PSD & Liquidated Damages Clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s.NIC provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses / terms of the tender.
- Agrees to update any changes made in the tenders & subsequent Corrigendum from the e-Tendering portal of M/s.NIC.

Signature of the Authorized Person :

Name of the Authorized Person :

Designation of the Authorized Person :

INFORMATION ABOUT THE TENDERER

Sl. No.	Information Required	To be Filled in by the Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone 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 works (supporting document to be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of Contract and experience) to support statement must be attached.	
8	GST Registration No.	
9	Details of Turnover	
10	Copies of PAN Card and IT Return for the last 3 years to be attached.	

11	Any Court Case is filed against you or your Concern ?	
12	Have you / your Firm filed any case against your Client ?	
13	PF Code No.	
14	ESI Code No.	
15	PAN No.	
16	Solvency Certificate (30% of estimated cost of tender, issued by a Nationalized or Scheduled Bank)	

Note: Copies of documents are required to be attached for Sl. No.6 to 16.

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

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

Place:

Signature of the Tenderer

Date :

(Name & Office Seal)

DECLARATION

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

Place:

Signature of the Tenderer

Date:

(Name & Office seal)

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- 1.1 The tenderer shall submit the Earnest Money Deposit of ₹ **19,66,000/-** (Rupees Nineteen Lakhs Sixty Six Thousand only) by way of Demand Draft drawn in favour of "**Madras Fertilizers Limited**" payable at Chennai or Bank Guarantee (BG) in MFL approved format (**Annexure - 13**) valid for **135 days** from the due date of bid submission including 45 days claim period or thru' RTGS per details furnished in (**Annexure - 17**).
- 1.2 Independent confirmation for having issued the BG by the concerned Bank should be sent directly to DGM – Technical Services, MFL, Manali, Chennai - 600 068.
- 1.3 Holders of NSIC / DGS&D / MSME / MSEs Certificates can claim exemption from EMD payment against uploading of valid documents along with the Tender. NSIC should contain the title of the job.
- 1.4 The Tenderer is not entitled for any interest on the EMD and not for any right of Award of Contract.
- 1.5 EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the Contract. If paid by way of DD / RTGS, it will be refunded through RTGS / NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the Contract.
- 1.6 EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of Award of the Contract.
- 1.7 EMD payment either in the form of DD or BG or RTGS (Scanned copy of RTGS details should be uploaded on or before the closing date and time of the tender), if seeking exemption based on NSIC unit, DGS&D and MSMEs with relevant certificates to be directly sent to DGM – Technical Services, Madras Fertilizers Ltd., Manali, Chennai - 600 068 with clear superscription on the cover as "**EMD for REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES AT MFL – PHASE I**" **Tender No. ESER/TS/NPK-A CIVIL /280318/009 dt.08.03.2018.**
- 1.8 EMD cover should reach the Office of DGM – Technical Services, MFL, within three working days after the last date of submission of bid.
- 1.9 If any of the above is not fulfilled, MFL reserves the right to reject the whole tender and will not be considered for further processing.

PERFORMANCE SECURITY DEPOSIT (PSD) TERMS & CONDITIONS

- ❖ Successful tenderer shall submit Performance Security Deposit (PSD) to the tune of 5% of Contract Value within 21 days from the date of Award of Work, either by Demand Draft in favour of "**Madras Fertilizers Limited**" payable at Chennai or thru' RTGS per details furnished in **Annexure – 17** or BG in the approved format, **Annexure - 14**, with a validity of 60 days beyond the Guarantee / Warranty Period issued by a Scheduled Bank, payable and enforceable at Chennai. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to **DY. GENERAL MANAGER – TECHNICAL SERVICES, MADRAS FERTILIZERS LTD., MANALI, CHENNAI - 600 068.**
- ❖ In case of EMD paid thru' DD by the successful tenderer, the same may be adjusted towards PSD and for the balance amount the tenderer shall submit by DD / BG in MFL approved format.
- ❖ If the tenderer has previously held any Contract and furnished PSD, the same shall not be adjusted against this tender and a fresh PSD shall be furnished.
- ❖ The PSD shall be refunded within a reasonable time after expiry of validity period, subject to the Contractor carrying out all the obligations / operations as required per tender.
- ❖ Failure to pay PSD 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 PSD without prejudice to other claims against the Contractor for losses suffered by MFL due to failure on the part of the Contractor or due to termination of the Contract or Contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses or costs shall be final and binding on the Contractor and shall not be called into question.

- ❖ In the event of the PSD being insufficient or if the PSD has been wholly forfeited, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which any time thereafter may become due to Contractor under this or any other Contract with MFL. Should that sum also not be sufficient to cover the full amount recoverable, the Contractor shall pay to MFL on demand the balance amount due. Whenever the PSD falls short of specified amount, the Contractor shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specified amount.
- ❖ PSD shall be liable for forfeiture without prejudice to any other claims in the event of Breach of Contract / failures by the Contractor, if any.
- ❖ PSD shall not carry any interest.

COMMERCIAL TERMS & CONDITIONS

1.0 TERMS OF PAYMENT :

“Running on Account” Payment:

- 1.1 90% will be paid on monthly bill basis against the value of actual work completed on the “Running on Account” (RA) bills submitted by the Contractor duly certified by MFL Engineer - In-charge, after recovery of the following, if any :
- a) Value of Chargeable materials issued by MFL, if any
 - b) Statutory deductions like Taxes & Duties, TDS, etc., as applicable.
 - c) Any other recovery if becomes due.
- 1.2 Balance 10% (Retention Money) shall be released after successful completion of the entire job.
- 1.3 The RA bills shall be submitted on monthly basis.
- 1.4 Payments shall be released as per above schedule within 30 days from the date of receipt of Invoice at MFL.
- 1.5 Offers with payment term such as “Payment thru Proforma Invoice” or “Payment against documents thru’ Bank” or “Payment thru’ Letter of Credit” etc., **will be summarily rejected.**
- 1.6 Bills have to be drawn on DGM – Technical Services, Madras Fertilizers Limited, Manali, Chennai - 600 068. All relevant statutory Registration Numbers shall be printed in the Bill itself.
- 1.7 **Payment will be made only thru’ RTGS**, after reckoning the credit period from the date of receipt of bills at MFL.
- 1.8 RTGS Form (**Annexure - 15**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

2.0 TIME SCHEDULE :

The entire job shall be completed within 6 months from the date of handing over of site by MFL.

3.0 LIQUIDATED DAMAGES (LD) :

In case of delay in completion of the job beyond the stipulated time, Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the Total Contract Value.

4.0 GUARANTEE :

Guarantee is for a period of 12 months from the date of Completion of the job for materials and workmanship. Any defect found, during the guarantee period, shall be rectified by the successful tenderer at free of cost.

5.0 CONTRACT PERIOD :

The Contract shall remain in force till the job is completed, i.e., 6 months from the date of handing over of site by MFL.

GENERAL TERMS & CONDITIONS

1.0 DEFINITION :

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

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

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

2.0 MFL SAFETY RULES AND REGULATIONS :

- 2.1 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.
- 2.2 The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc. should be provided by the Contractor to his workmen, in compliance with full safety regulations. If any workmen not wearing safety appliances as stated above shall be charged Rs.50/- for each such occasion.
- 2.3 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.
- 2.4 The Contractor shall ensure that personal protective equipment (per 2.2) needed for the job to be used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 2.5 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.
- 2.6 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.
- 2.7 The Contractor shall obtain Entry tokens / passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The Contractor shall be liable to pay Rs.50/- or such other amount as may be specified by the Company towards penalty for each token / pass lost by his workmen / supervisors.

- 2.8 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.
- 2.9 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 Centre's. 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.
- 2.10 Madras Fertilizers Limited, Manali, Chennai - 600 068, will provide the Contractor a place for Storage facilities etc., at the cost of the Contractor within MFL premises. The Contractor can store reasonable leftover materials at his own risk and responsibility. The Contractor shall remove the structures at his cost on vacating the premises.

3.0 CANCELLATION OF ORDER :

Failure to comply with specifications, terms & conditions or to perform or deliver as promised shall entitle MFL to cancel all or any part of the Order. In the event of such cancellation, MFL shall not be required to make any payment on such cancelled items. Nothing herein shall limit the MFL's right in the event of the failure to perform by the successful tenderer.

4.0 SUBLETTING & TRANSFER :

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

5.0. SUMMARY TERMINATION :

- 5.1 MFL reserves the right to terminate the Contract forthwith at any time during the currency of the Contract or in the event of his becoming insolvent or going into liquidation.
- 5.2 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.
- 5.3 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.

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

6.0 LAWS GOVERNING THE CONTRACT :

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

7.0 CONSTITUTION OF THE TENDERER :

- 7.1 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 Dy. General Manager – Technical Services, Madras Fertilizers Ltd., Manali, Chennai - 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the Contract.
- 7.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 7.3 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.
- 7.4 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.

8.0 COMPLIANCE OF LAW :

- 8.1 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, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 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.

- 8.2 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 there under. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the Contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 8.3 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. In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any Contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the Contract due to any reason whatsoever, the Security Deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 8.4 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.
- 8.5 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 their workmen.

9.0 FORCE MAJEURE :

- 9.1 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 **heavy rain**, 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.

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

10.0 ARBITRATION :

10.1 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.

10.2 In the event of failure to appoint such a sole arbitrator, with mutual consent, then the sole arbitrator will be appointed through the High Court of Judicature at Madras. Subject as aforesaid, The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the City of Chennai, Tamil Nadu.

11.0 REVERSE AUCTION :

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

12.0 NEGOTIATION :

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

GENERAL INSTRUCTIONS TO TENDERERS

1.0 Place of work :

NPK A Train at Madras Fertilizers Limited, Manali, Chennai – 600 068.

2.0 Brief Description of Work :

“REHABILITATION OF NPK-A TRAIN CIVIL STRUCTURES – PHASE I”

3.0 Value of the Contract :

Total Estimated Value of the Contract will be **₹ 9.83 Crores.**

4.0 Rates :

4.1 The tenderers shall quote rate in the Price bid format, furnished as Annexure - 5.

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 to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the DGM – Technical Services or his nominee.

4.3 The rates quoted shall be valid till the job is completed.

4.4 Tenderers are requested to quote their most competitive rates keeping the above criteria.

5.0 Basis of arriving at L1 Tenderer :

The L1 Tenderer will be decided as per Annexure - 5

6.0 Split up of Jobs :

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

7.0 Signing the tender and documents :

- 7.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 7.2 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.
- 7.3 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.
- 7.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the Contract, including the Arbitration Clause. The Original Partnership Deed, along with an attested copy, should accompany the tender.
- 7.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 7.6 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.

8.0 Information about Tenderers :

- 8.1 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 – 7
- 8.2 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.
- 8.3 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.
- 8.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

9.0 Opening and Acceptance of Tender :

- 9.1 Tenders received shall be opened on the date, time and place specified.
- 9.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with L1 tenderer only.
- 9.3 Tenders not conforming to these instructions shall be liable for rejection at the sole discretion of The Deputy General Manager –Technical Services.
- 9.4 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.
- 9.5 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent / Award of Work. The successful tenderer should submit the Performance Security Deposit (PSD) before executing an Agreement (Annexure - 16) within the time specified in the Letter of Intent / Award of Work. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

10.0 General :

- 10.1 MFL reserves the right to accept or reject any or all the Tenders or any part thereof without assigning any reason whatsoever and does not bind itself to accept the Lowest Tender.
- 10.2 Canvassing in any form is Strictly Prohibited and the Tenderer who resorts to Canvassing, shall be Disqualified.

* * *

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD
(To be executed by the Contractor on Rs.100/- Non-Judicial Stamp Paper)

Whereas _____
_____ (hereinafter called the "tenderer") has submitted their offer dated _____
for execution 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 up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorized Officer of the Bank)

Name and Designation of the Officer

Seal, Name of the Bank and Address of the Branch

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT
(To be executed by the Contractor on Rs.100/- Non-Judicial Stamp Paper)

To

Madras Fertilizers Limited
Manali, Chennai - 600 068.

Whereas
(Name and Address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... to supply (description of goods and services) (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

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

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

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

This Guarantee shall be valid until the day of, 20.....

(Signature of the Authorized Officer of the Bank)

.....
Name and Designation of the Officer

.....
Seal, Name of the Bank and Address of the Branch

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

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE No.			FAX No.	
EMAIL ID				
CONTACT PERSON'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				
IFSC 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	GST No.	SSI No.	EC No.	TIN No.

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

Place: _____ Signature of Authorized Signatory:

Date: _____ Name:

Seal: _____ Designation:

(To be filled by MFL in case of ordering)

MFL Job Order No. _____

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

FORM OF AGREEMENT

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

This Agreement is made on the day of2018
BETWEEN M/s (hereinafter called the
Company) of the ONE PART and M/s
(hereinafter called the Contractor) of the OTHER PART.

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

Now this Agreement witnesseth as follows:

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

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

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

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

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

Signature of the Contractor
[Name and Designation]

Witnesses: 1.

2.



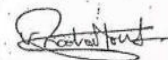

MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/c (Saving / Current) (SA/CA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172251

CERTIFICATE

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

 v. 

Signature of the authorized
Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

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

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