

# MADRAS FERTILIZERS LIMITED

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

## NOTICE INVITING TENDER (LIMITED TENDER ONLY)

FOR

### CUTTING, UPROOTING, REMOVAL & DISPOSAL OF ALL KINDS OF TREES & BUSHES AT THE PROPOSED SITE FOR IOCL GAS METERING STATION IN MFL

TENDER No. ENGG/MS-FSC/160418/01 dt.09.04.2018

#### SUMMARY

<b>Description : "CUTTING, UPROOTING, REMOVAL &amp; DISPOSAL OF ALL KINDS OF TREES &amp; BUSHES AT THE PROPOSED SITE FOR IOCL GAS METERING STATION IN MFL "</b>	
Nature of Bidding	Two Stage Bidding: 1 <sup>st</sup> Part : Techno-Commercial Bid 2 <sup>nd</sup> Part : Price Bid
Due date & Time for submission	16/04/2018 at 16:00 Hrs
Details about submission of Tender. (Refer Annexure – 1)	Sealed Cover 1 - Techno-Commercial Bid Sealed Cover 2 - Price Bid Sealed Cover 3 – Cover containing the above 2 covers.
Procedure for opening of Bid	Bids will be opened in seriatim 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	N I L
Performance Security Deposit (PSD)	N I L
Time Schedule for completion of job	15 days from the date of issue of Award of Work.

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.
Payment Term	100% payment will be released within 30 days from the date of receipt of invoice at MFL after completion of job.
Bid Evaluation Basis	Techno-Commercially qualified on Lowest Tender (Total Landed Cost) basis.
Scope of Work / Duties and Responsibilities of the Contract	Refer <b>Annexure - 2</b>

## **LIST OF ANNEXURES**

Details about submission of Tender	Annexure 1
Scope of Work	Annexure 2
Techno Commercial Bid Format	Annexure 3
Price Bid	Annexure 4
Tenderer's Undertaking	Annexure 5
Commercial Terms and Conditions	Annexure 6
General Terms and Conditions	Annexure 7
Format for RTGS	Annexure 8
Format for Agreement	Annexure 9
MFL RTGS details for payment of EMD / SD / WGD	Annexure 10

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

**DETAILS ABOUT SUBMISSION OF TENDER**

The Tender should be sent in a Sealed Cover as detailed below :

Cover 1: Techno-Commercial Bid as per the format prescribed in Annexure – 3, which should be sealed & superscribed as **Techno-Commercial Bid for Tender No. ENGG/MS-FSC/160418/01 dt.09.04.2018.**

Cover 2 : Price Bid as per the format prescribed in Annexure – 4 which should be sealed and superscribed as **Price Bid for Tender No. ENGG/MS-FSC/160418/01 dt.09.04.2018.**

All the above two sealed covers 1 & 2 should be put in a separate (3<sup>rd</sup>) Cover which should be sealed & superscribed as **Tender No. ENGG/MS-FSC/160418/01 dt.09.04.2018 Due on 16.04.2018** and the same should reach us latest by 16:00 hrs on 16/04/2018 at the Office of **The Deputy General Manager – Technical Services, Madras Fertilizers Limited, Manali, Chennai - 600 068.**

**SCOPE OF WORK**

**1.00 BIDDER'S SCOPE :**

The Scope of Work covered under this tender shall consists of :

- Cutting, uprooting and removal of all kinds of trees and bushes at the proposed location [(i.e.) Eastern side of Raw Water Pond (Size : 150 m x 30 m approx.)] where the Metering Station is to be installed at MFL by M/s.IOCL.
- Clearing the bushes along the approach roads from old Project Office to the proposed site.
- Disposal of the above items by using suitable vehicles to the designated place within MFL Campus to be identified by the Engineer – in – Charge.

**2.00 MFL's SCOPE :**

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.

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**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification / Scope of Work offered :	Accepted
Cutting, uprooting, removal & disposal of all kinds of trees & bushes at Eastern Side of Raw Water Pond (i.e.) in between Raw Water Tank and Jeepable Road) (App. Size :150 m length x 30 m width); clearing the approach road from the Old Project Office to the proposed site and disposal of the same to the designated place within MFL Campus to be identified by the Engineer – In - Charge.	
Payment Term	100% payment will be released within 30 days from the date of receipt of invoice at MFL after completion of job.
Payment Mode	RTGS / NEFT
Time Schedule for the Completion of the Job	15 days from the date of issue of Award of Work.
Delivery / Service Place	MFL Plant
Offer Validity	90 days from the date of opening of Techno-Commercial bids.
GST No.	
Acceptance for LD Clause as per Annexure - 6	Yes
Acceptance to all other tender terms & conditions not mentioned herein	Yes

Signature of the Authorized Person :

Name &amp; Designation of the Authorized Person :

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**PRICE BID**

**CUTTING, UPROOTING, REMOVAL & DISPOSAL OF ALL KINDS  
OF TREES & BUSHES AT THE PROPOSED SITE FOR IOCL  
GAS METERING STATION IN MFL**

**Preamble to Bill of Quote / Price Bid :**

- 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 bid), failing which their bids will be liable for rejection.
- 5) **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.**
- 6) **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.**

## **PRICE BID**

**Tender No. ENGG/MS-FSC/160418/01 dt.09.04.2018**

Sl. No.	Description	Qty.	Unit Rate (₹)	Amount [Excluding GST] (₹)	GST (%)
1.	Cutting, uprooting and removal of all kinds of trees & bushes at Eastern Side of Raw Water Pond (i.e.) in between Raw Water Tank and Jeepable Road) (App. Size : 150 m length x 30 m width); clearing the approach road from the Old Project Office to the proposed site and disposal of the same to the designated place within MFL Campus to be identified by the Engineer – In - Charge.	LS	LS		
<b>TOTAL</b>					

**(Rupees \_\_\_\_\_)**

Signature of the Authorized Person :

Name & Designation of the Authorized Person :



**TENDERER'S 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.

Signature of the Authorized Person :

Name of the Authorized Person :

Designation of the Authorized Person :

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**COMMERCIAL TERMS & CONDITIONS**

**1.0 TERMS OF PAYMENT :**

- 1.1 100% payment will be released within 30 days from the date of receipt of invoice at MFL after completion of job.
- 1.2 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.**
- 1.3 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.
- 1.4 **Payment will be made only thru' RTGS**, after reckoning the credit period from the date of receipt of bills at MFL.
- 1.5 RTGS Form (**Annexure - 8**) 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 15 days from the date of issue of Award of Work.

**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.

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**GENERAL TERMS & CONDITIONS**

**1.0 GENERAL :**

- 1.1 Conditional Offers will not be considered.
- 1.2 Rate quoted should be valid for a period of 90 days from the date of opening of Techno-Commercial bid.
- 1.3 The successful tenderer shall execute an Agreement (Annexure-9) with MFL in the event of placement of Award of Work.
- 1.4 MFL reserves the right to accept or reject any or all the Tenders or any part thereof without assigning any reason whatsoever and also does not bid itself to accept the lowest Tender.
- 1.5 Canvassing in any form is strictly prohibited and the Tenderer who resorts to canvassing, shall be disqualified.

**2.0 MFL's 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 FORCE MAJEURE :**

- 6.1 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.
- 6.2 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.

## **7.0 ARBITRATION :**

- 7.1 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.
- 7.2 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.

## **8.0 NEGOTIATION :**

It is applicable when there is only one Techno-Commercially qualified bidder.

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**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 of .....2018  
 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.



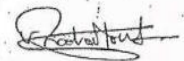
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI - 600 068

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.



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.