

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

**NOTICE INVITING TENDER
FOR
"Pest Control Services in MFL during 2018-19"**

TENDER No. ESER/MAINT/PESTCONTROL/180618/009 dated 29.05.2018

SUMMARY

Online bids are invited for **"Pest Control Services in MFL during 2018-19"**. Bidders who are interested to submit their bids may visit MFL Website www.madrasfert.nic.in ("Tenders"–"e-tenders") or Central Public Procurement web www.eprocure.gov.in/eprocure/app. Instructions for applying e-tendering are given in Annexure – 1.

For any clarifications, please communicate to the following:

e-procurement Cell : epro@madrasfert.co.in / epro1@madrasfert.co.in
Phone : Mr A M Sridhar - 044 25945318 / 25941261
User Contact Detail : Mr V Moorthy - 044-25945376

Description:	Pest Control Services in MFL during 2018-19
Estimated Value of Tender	₹3.43 lakhs
Nature of Bidding	Two Part Bidding: 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	29.05.2018
Due date & time of submission	18.06.2018 upto 16:00 hrs.
Technical Bid opening date & time	19.06.2018 at 14:00 hrs.
Bid submission: (To be uploaded on or before the due date and time)	Two stage on-line bids 1. Techno-Commercial Bid and 2. Price Bid to be submitted with price break-up details as per Annexure - 12 on or before the date & time meant for submission of bids
Procedure for opening of Online Bid	Bids will be opened in seriatim Techno-commercial and Price Bid.
Bid Validity	120 days from the date of technical bid opening.
Security Deposit (SD)	5% of the Contract Value in the event of placement of Award of Contract.

Mode of Payment for SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai by Bank Guarantee (Annexure – 7 for SD) or thru RTGS as per Annexure – 8.
Payment Term	Payment will be made within 30 days from the date of receipt of bill after completion of job on monthly basis.
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no down-ward trend of prices.
Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ Techno-commercially qualified bidders will be selected. ▪ Price bids of the techno-commercially qualified bidders will be opened
Negotiation	<ul style="list-style-type: none"> ▪ If necessary, negotiation shall be conducted with L1 Party.
Scope of work / duties and responsibilities of the contract	<ul style="list-style-type: none"> ▪ Refer Annexure – 2

LIST OF ANNEXURES

Instructions for applying e-Tender	Annexure 1	Page No.4
Scope of Work	Annexure 2	Page No.7
Qualification Criteria	Annexure 3	Page No.8
Techno-Commercial Bid Format	Annexure 4	Page No.9
General Terms and Conditions	Annexure 5	Page No.10
SD Terms and Conditions	Annexure 6	Page No.18
Format for SD BG	Annexure 7	Page No.19
MFL's Bank Account details for submission of SD thru RTGS	Annexure 8	Page No.21
Tenderer's Bank details for payment thru RTGS	Annexure 9	Page No.23
Information about the tenderer	Annexure 10	Page No.24
Format for Agreement	Annexure 11	Page No.27
Bill of quote	Annexure 12	Page No.28

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

- 1) Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / Safe Script.
- 2) Bidder then needs to login to the site through their user ID / password chosen during registration.
- 3) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 5) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 6) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 7) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf/.xls/.jpeg/.rar formats only.
- 8) It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 9) 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.
- 10) 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.

- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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).
- 21) 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.

- 22) 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.
- 23) 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.
- 24) 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.

ANNEXURE – 2**SCOPE OF WORK**

1. Scope of Work includes General Dis-infestation services such as control of pests, cockroaches, bed bugs, ants, etc., by spraying pesticide once in a month or as required all over the plant areas.
2. De-ratting service is to be provided once in a month in the areas indicated in the list given below and twice in a month in the Staff Canteen.
3. Mosquito Control in and around the buildings as in the list given below, shall cover water logged areas, cesspools, drains, catch pits as well as bathrooms, toilets, traps, congested stacking and other possible hideouts every alternative day.
4. Fly control is to be effected in our Staff and Labour Canteen every day.
5. During June, July, August months, fly control is to be effected in staff and labour canteen twice a day.
6. All the materials required for the above jobs are to be supplied by the vendor

AREAS TO BE COVERED:

1. Administrative building including Air Conditioning plant rooms. Drivers rest room, record room and State Bank Building.
2. Training centre and Auditorium
3. Circular toilets, Janitorial Assistants Rest Room.
4. Staff Canteen.
5. North Gate, Visitors Room, Security Office and Time Office.
6. Technical Services buildings including Fire Service Station, Air Conditioning Plant & Bio-Fertilizer Plant.
7. First Aid Centre buildings.
8. Workshops, Garage, Staff Rest room and Stores buildings.
9. Ammonia, Urea, NPK ABC, AB Bagging NPK C Bagging & other Plant areas.
10. Utility Plant, Sub Station, Boiler House, New DM Plant, DG Set Hydrolyser Stripper & RO Plant.
11. SOS Buildings, both old & New.
12. South Gate, Security Office and weigh bridge.
13. Labour Canteen.
14. Raw Material Staff Rest Room, Labour toilets / bathrooms, etc.
15. RO & TT Plants.
16. CMD's house and City Office

QUALIFICATION CRITERIA**1.0 Qualification Criteria:**

- a. Tenderer shall have experience in Pest control service field during last 7 years ending 30.04.2018, which should be either of the following:

Three similar completed works each costing not less than the amount equal to ₹1,37,200/-

(or)

Two similar completed works each costing not less than the amount equal to ₹1,71,500./-

(or)

One similar completed work costing not less than the amount equal to ₹2,74,400/-

- b. Tenderer whose average annual financial turnover is more than or equal to ₹1,02,900/- in the financial years 2014-15, 2015-16 & 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2014-15, 2015-16 & 2016-17).
- c. Tenderer should attach copies of valid registration certificate obtained from ESI and PF Authorities.

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

2.0 Documents required:

- a. Contract award letter copies / performance certificate from any organization to prove experience in pest control field, as detailed above.
- b. Audited statement of accounts for last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- c. Valid registration certificates obtained from ESI and PF authorities.
- Signed / scanned copies of the above documents are to be uploaded as Attachment with the on-line submission of bids.
 - Tenders will be rejected for non-submission of the relevant valid documents.

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

Name of the Tenderer	
Address	
Payment Term	Payment will be made within 30 days from the date of submission of bill on completion of job on monthly basis.
Payment Mode	RTGS/NEFT
Contract Period	The period of contract will be one year from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no down-ward trend of prices.
Service Terms & Conditions	As in the Annexure-5
Service Place	MFL Plant, TTP, Port Trust, MFL City Office and CMD's Official residence at Teynampet, Chennai.
Bid Validity	120 days from the date of opening of Technical bid
GST No.	
Acceptance for Penalty clause as per Annexure-5 (Clause -13)	Yes
Acceptance to receive payment for actual calculation made by MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

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

GENERAL TERMS & CONDITIONS**1.0 DEFINITIONS:**

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

2.0 PERIOD OF CONTRACT

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

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

3.0 PLACE OF WORK:

The Contractor shall be responsible for Pest Control Services in MFL during the contract period in Madras Fertilizers as specified in the scope of work and any other places specified by MFL from time to time and agreed by the contractor.

4.0 RATES:

- 4.1 The rates are to be quoted based on the following safety and statutory requirements to the workmen and the contractor will also ensure the compliance of:
- a. Festival holidays under National and Festival Holidays Act, 1958 and Factories Act. 1948.

- b. Personal protective equipments required to do the assigned work by your workmen following the MFL safety norms.
 - c. Compliance of Statutory obligations such as payment of PF, ESI & Bonus for the wages as per Central Government Norms.
- 4.2 The tenderers shall quote the rates in the proforma, "BILL OF QUOTE" furnished as Annexure-12.
- 4.3 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 all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Maintenance or his nominee.
- 4.4 The rates quoted shall be valid for a period of one year from the date of commencement of the contract.
- 4.5 The rate quoted should 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 equipment such as Helmets, Shoes, Hand Gloves etc. to the workmen. However, GST shall be excluded from the quote.
- 4.6 Tenderers are advised to quote rates inclusive of statutory levies (except GST).

5.0 OPENING AND ACCEPTANCE OF TENDER:

- 5.1 Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- 5.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.
- 5.3 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 5.4 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent.
- 5.5 The successful tenderer should execute an agreement within 21 days from the date of commencement of contract.

6.0 BASIS OF ARRIVING AT L1 TENDERER:

The bidder who quoted the lowest total rates in the Bill of Quote shall be considered as L1 tenderer.

7.0 NEGOTIATION WITH L1 TENDERER:

If MFL deems it fit to conduct negotiation with the L1 Tenderer, MFL reserves the right to do so by inviting the L1 Tenderer to finalize the price.

8.0 SUBLETTING AND TRANSFER:

8.1 The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.

8.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in force or as amended from time to time. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.

8.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

9.0 REMUNERATION:

The contractor shall be paid remuneration in respect of the services described in the scope of work performed by him, at the contracted rates per Annexure – 12 or the rate accepted by the contractor.

10.0 PAYMENT TERMS:

10.1 The contractor shall submit his bills monthly in triplicate for the services rendered by him and payment of the bill will be made by the Accounts Department of Madras Fertilizers Limited within 30 days from the date of submission of bill on completion of the job.

10.2 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.

10.3 "From the payments to the contractor 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".

10.4 The approved rate is inbuilt with PF / ESI components. The contractor shall produce documentary evidence of statutory payments made in respect of previous month while submitting the bill for current month. P&A department

of MFL will issue clearance to F&A for processing the current bills after verification of details of earlier month's statutory payments.

11.0 COMPLIANCE OF LABOUR LAWS:

- 11.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 & 2017 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to pay the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 11.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 11.3 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.
- 11.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 11.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 11.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.
- 11.7 The Contractor shall pay wages to their workmen notified by the Government of India under the provisions of Contract Labour (Regulation and Abolition) Act, Minimum Wages Act and Factories Act.

11.8 The Contractor shall remit the dues under ESI Act 1948 and EPF Act 1952 in respect of workers engaged as per provisions of Acts every month.

12.0 MFL SAFETY RULES AND REGULATIONS:

12.1 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.

12.2 The necessary safety and personal protective equipment like 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.

12.3 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.

12.4 The contractor shall ensure that personal protective equipment needed for the job to be used by each of their personnel all the time.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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 centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.

12.10 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for Temporary Office Accommodation / 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.

13.0 PENALTY CLAUSE:

STRIKE OR CESSATION OF WORK BY THE CONTRACTOR'S LABOUR OWING TO ANY DISPUTE WITH THE CONTRACTOR PERTAINING TO WAGES OR OTHERWISE WILL NOT BE DEEMED TO BE A REASON BEYOND THE CONTRACTORS CONTROL AND THE CONTRACTOR SHALL PAY A PENALTY OF MINIMUM ₹ 500/- FOR EACH DAY. FULL DAY PENALTY WILL BE LEVIED EVEN FOR ONE HOUR STOPPAGE OF WORK. NO PRO-RATA BASIS PENALTY WILL BE LEVIED.

14.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL from their bills, besides forfeiture of Security Deposit.

15.0 SUMMARY TERMINATION:

15.1 Notwithstanding anything contained under heading period of contract, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.

15.2 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 from their bills.

15.3 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.

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

16.0 SIGNING THE TENDER AND DOCUMENTS:

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

16.2 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.

- 16.3 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.
- 16.4 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.
- 16.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 16.6 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.
- 16.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

17.0 CONSTITUTION OF THE TENDERER:

- 17.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager (a/c)- Contract Cell, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 17.2 The Contractor shall produce the self attested copy of Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 17.3 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.
- 17.4 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.

18.0 INFORMATION ABOUT TENDERERS:

- 18.1 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.

- 18.2 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.
- 18.3 Tenders not accompanied by all the Schedule / Annexure intact and duly filled in and signed, shall be rejected.

19.0 LAWS GOVERNING THE CONTRACT:

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

20.0 FORCE MAJEURE:

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

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

21.0 ARBITRATION CLAUSE:

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

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

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

22.0 GENERAL:

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

ANNEXURE – 6**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Bank Guarantee in the approved format (Annexure – 7) valid upto 90 days beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure – 8, within 21 days from the date of intimation of his selection or before commencement of contract whichever is earlier. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Contract Cell, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and GST dues by the contractor, the security deposit will be refunded.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

ANNEXURE 7**BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT**

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

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

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

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

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

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

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

Name and designation of the officer

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

ANNEXURE - 8

1076

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

A. Details of Accounts Holders :-

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

B. Bank Accounts Details :-

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

Date of effect :-

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

Date : 11.09.2015

V. Muralidharan 2015

Authorised Signatory

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

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

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

(Bank's Stamp)

Date : 11.09.2015

सहा. महाप्रबन्धक / Assistant General Manager
Signature of the Bankers
वाणिज्यिक शाखा, चेन्नै / Commercial Branch, Chennai-1

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



भारतीय स्टेट बैंक
State Bank Of India

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

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

DDMMYYYY

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें



कॉ. सं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD



Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

⑈483119⑈ 600002011⑈ 000205⑈ 30

MADRAS SECURITY PRINTERS PVT. LTD. CHENNAI/CTS 2010

ANNEXURE - 9**TENDERER'S BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

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

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

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
------------------------	--

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

ANNEXURE – 10**INFORMATION ABOUT THE TENDERER AND UNDERTAKING**

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

14	Have you / your Firm filed any case against MFL	
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Note: Copies of documents are required to be attached for Sl.No.5 to 14.

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

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

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

SELF DECLARATION

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

Place :

Signature of the Tenderer

Date :

(Name & Office seal)

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed are true, accurate & with the best knowledge.
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Accepts Penalty Clause in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE – 11**FORM OF AGREEMENT**

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

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

WHEREAS the Company wants that the job of _____ and the Contractor has accepted the same.

Now this Agreement witnesseth as follows:

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

- 3 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Company to complete the above job in conformity in all respects with the provisions of the contract.
- 4 The Company hereby covenants to pay the contractor in consideration of completion of the aforesaid job, the contract price at the time specified and in the manner prescribed in the Award of Contract.

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

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

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

Witnesses: 1.

2.

BILL OF QUOTE**PEST CONTROL SERVICES IN MFL DURING 2018-19
TENDER No. ESER/MAINT/PESTCONTROL/180618/009 dated 29.05.2018****(GST extra as applicable at the time of billing)**

Sl. No.	Description of work	Rate per month (₹)
1	<u>Dis-infestation</u>	
2	De-ratting	
3	Mosquito control	
4	Fly control	
5	Placing rat poison cakes in Ammonia and Urea Control rooms in designated places on alternative dates to avoid rat menace (3 packs on alternative days)	
	TOTAL AMOUNT	
	GST (18%)	
	TOTAL AMOUNT (including GST)	

Note:

- While quoting, the tenderer has to reckon all the major components, including overhead cost, administrative charges, profit and cost of safety apparels to be issued to labourers such as Helmet, Shoes, Gloves etc.
- Rates quoted shall be inclusive of all statutory levies and taxes excluding GST
- GST will be paid extra as applicable at the time of billing.
- The Contractor shall pay minimum wages to labour as prescribed by Government of India (GOI) and notified by GOI on revision of Basic / DA / Bonus from time to time, during the tenure of the contract.
- 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.
- 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.