

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

**NOTICE INVITING TENDER FOR  
“LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES  
FOR THE YEAR 2018-19”**

**TENDER No. MM/ LOCAL CLEARANCE /110618/001/dated 21.05.2018**

**SUMMARY**

Online bids are invited for “**LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES FOR THE YEAR 2018-19**”. Bidders who are interested to submit bids, may visit MFL Website [www.madrasfert.nic.in](http://www.madrasfert.nic.in)

For any clarification, please communicate to the following:

User Contact Detail : Mr V SANKAR /044 -25945323

Description:	LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES FOR THE YEAR 2018-19
Estimated Value of Tender	₹1,94,700/-
Nature of Bidding	Two Part Bidding : 1 <sup>st</sup> Part : Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	21.05.2018
Due date & Time of submission	18.06.2018 up to 1600 hrs.
Technical Bid Opening Date& Time	19.06.2018 at 1400 hrs.
Bid submission:	Two separate on-line bids 1. Techno-Commercial Bid and 2. Price Bid  To be submitted with price break-up details as per Annexure – 8 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 technical bid opening date.
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated

Security Deposit (SD)	Not applicable
Payment Term	<p>The contractor shall submit bills once a month for the work performed during the preceding month and payment will be made within 30 days from the date of receipt of bills.</p> <p>Payment will be made only thru RTGS, after reckoning the credit period from the date for receipt of bills at MFL.</p>
Contract Period	One year from the date of commencement of contract.
Bid Evaluation Basis	<ul style="list-style-type: none"> <li>▪ Techno-commercially qualified bidders will be selected.</li> <li>▪ Price bids of the techno-commercially qualified bidders will be opened</li> <li>▪ If necessary, negotiation shall be conducted with L1 Party.</li> </ul>
Scope of work / duties and responsibilities of the contract	Refer Annexure – 1

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**ANNEXURE – 1****SCOPE OF WORK**

1. Collection of materials from various Railway Stations / Lorry Sheds and Vendor Premises in Chennai City and other specified places within the radius of 150 Km from MFL as given in the schedule, transporting them safely in Contractor's vehicles and delivering them at Madras Fertilizers Limited site at Manali. Similarly, collection of materials from MFL Plant, transporting them safely in Contractors vehicles for booking at Lorry Sheds / Railway Stations and Vendors Premises within the radius of 150 KMs from MFL. The loading and unloading are the responsibility of the Contractor.
2. Transportation of Consignments from Thiruvottiyur / Salt Cotours / Central / Egmore / Beach-Railway Stations / Lorry Sheds of various Road Transport Companies / Lubricants from Oil Companies at Madhavaram / Rayapuram / Korukkupet / Tondiarpet installations/ Depots and various vendors works in and around MFL upto 150 Km.
3. Transportation of Consignment form MFL Manali for booking of packages at Thiruvottiyur / Salt Cotours / Central / Egmore / Beach – Railway Station / Lorry Sheds at various Transport Companies and to vendor works in and around MFL upto 150 Km.
4. Collection of Steel materials from Stockyards of SAIL and transporting to factory site as per Company's instructions, including loading into Contractor's Trucks / Trailers and unloading at MFL site at Manali
5. Transporting of consignment is from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km (approx.) from MFL.
6. Hiring "TEMPO" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 Km and Vice versa.
7. Hiring "LORRY" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 Km and vice versa.
8. The contractor shall have no claims on Madras Fertilizers Limited, if no fixed / considerable volume of work is given to him during the currency of the contract. The quantities mentioned in the schedule are indicative only.
9. The contractor shall arrange to collect the clearing documents (LCAs – Local Collection Advice and MCAs – Material Collection Advice) from Madras Fertilizers Limited not less than three times a week. In the case of LCAs, materials should be collected and delivered within three days excluding any holidays in between. In the case of MCAs, materials should be collected and delivered within two days of collection excluding any holidays, in between, and delivered to us at Manali. Delays in collecting the documents from Madras Fertilizers Limited will not be accepted as a cause for delay in clearing the consignment. In case of delay in delivering the consignments without a valid reason, the company shall have the option to collect such materials by making alternative arrangements and the extra cost for such collection will be recoverable from the contractor.

10. All demurrages on consignment shall be to the contractor's account. However, in cases where it is proved to the satisfaction of Madras Fertilizers Ltd. that demurrage was paid due to circumstances beyond the control of the contractor and was not caused by any of his omission or negligence such payments may be reimbursed by Madras Fertilizers Ltd., on merits.
11. Any demurrage charges for more than ₹1000/- on each consignment, payment by RTGS / Cheque towards demurrage will be issued by MFL in favour of the transporter.
12. The Hamali, Octroi and other charges shall be reimbursed to the contractor at actuals against production of valid vouchers.
13. The contractor should not appoint agent or sublet the rights or liabilities under the contract in full or part thereof without the consent of Madras Fertilizers Ltd.
14. In case of urgent / special collection, special vehicles should be provided by the Contractor for which separate rates indicated in the schedule will be given. Notice of two hours will be given for making arrangements to provide vehicles for the above purpose.
15. The contractor shall be responsible to make good to Madras Fertilizers Ltd. Any loss or extra expenditure incurred as a result of their not making available the required number of vehicles with drivers etc. when requisitioned. The contractor shall provide vehicle for collecting material for any place in and around Chennai, upto 150 kms from MFL and vice versa. A separate trip-sheet to be furnished for claiming such expenditure purpose.
16. Delivery of materials collected against MCAs and LCAs should be effected / delivered at MFL Warehouse at Manali before 2.00 p.m. on any working days. (i.e. Monday to Friday).
17. During the currency of the contract, the contractor shall be responsible for the safe delivery of all materials entrusted to him for transportation and shall indemnify Madras Fertilizers Ltd. against all claims which may rise on account of loss / damage / breakage / shortage / pilferage of any materials while in his custody.
18. Loading and Unloading at MFL factory site will be responsibility of the contractor, in cases where the consignment is of such nature requiring heavy lift equipment for loading / unloading, the contractor should arrange for the same and produce documentary proof for payments made towards that for reimbursement. However, in cases of unloading at MFL site, MFL may arrange crane or other lift equipment if they are available.
19. Any detention of contractors truck / trailers carrying structural items, beyond reasonable unloading time in MFL due to non-availability of crane / some unavoidable circumstances on the part of MFL, detention charge may be considered after ascertaining the reasons.

20. Loading and unloading at other places will be responsibility of the contractor and the same should be done by him at his cost. Loading and unloading charges are not applicable for a consignment weighing upto 15 kgs.
21. Lashing and securing will be the responsibility of the contractor and the same should be done by him at his cost.
22. For Freight "To-Pay" consignments, the clearing contractor shall pay the freight amount (not exceeding ₹10,000/-) and the same shall be reimbursed to the contractor at actuals, against production of valid vouchers, for each MCA, paid by the contractor.
23. Service charges for handing over / collection of documents to / from vendors / transporters are applicable.

**QUALIFICATION CRITERIA****1.0 QUALIFICATION CRITERIA:**

- a. Tenderer shall have experience in the relevant 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 ₹ 77,880/-.

(or)

Two similar completed works each costing not less than the amount equal to ₹97,350/-.

(or)

One similar completed work costing not less than the amount equal to ₹1,55,760/-.

- b. Tenderer whose **average annual financial turnover** is more than or equal to ₹58,410/- 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, PF and GST 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 as above (1.0.a).
- b) Audited statement of accounts, for last three financial years i.e. 2014-15, 2015-16 & 2016-17, with auditor's membership number.
- c) Valid registration certificates obtained from ESI, GST 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.
  - If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE -6.

**ANNEXURE-3****TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Payment Term	Payment will be made within 30 days from the date of receipt of bills.
Payment Mode	RTGS/NEFT
Period of contract	One year from the date of commencement of contract.
Terms & Conditions	As in the Annexure-4
BID Validity	120 days from the date of opening of technical bid
GST NO	
ESI details	
PF details	
Acceptance for LD clause as per Annexure-4	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :



**ANNEXURE – 4****GENERAL TERMS & CONDITIONS OF CONTRACT****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 awarded / 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 Deputy General Manager (MM) or other officers of the Company assigned for the purpose.

**2.0 PERIOD OF CONTRACT:**

The contract shall be for a period of one year from the date of commencement of contract with a provision to extend the contract for further period of one year with mutual consent.

**3.0 PLACE OF WORK:**

The Contractor shall be responsible for rendering the Services in the places specified in the scope of work.

**4.0 RATES:**

- 4.1 The tenderers shall quote the rate inclusive of all statutory levies and duties excluding GST in the proforma, "BILL OF QUOTE". GST will be extra as applicable at the time of billing.
- 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 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 MFL.
- 4.3 The rates quoted shall be valid for the entire period of contract from the date of issue of Letter of Intent / Award of Letter.

- 4.4 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%, etc. and also the cost of services towards providing Safety equipment such as Helmets, Shoes, Hand Gloves etc. to the workmen.

## **5.0 Delivery of Tender:**

- 5.1 The tender form shall be filled in by the tenderer neatly and accurately. Any alteration, erasure or over-writing shall render the tender invalid. Alteration neatly carried out and duly attested over the full signature of the tenderers, however, shall be permitted.
- 5.2 The tenderers shall submit the tender documents intact without detaching any page or pages, duly filled in/completed and signed on each page of tender form, including the Schedule of Rates. In case the relevant documentary proof not attached along with the Tender document, the same will be rejected.
- 5.3 Cover 1– Technical and Commercial – Un-priced Bid must be duly completed, sealed in a separate cover and superscribed as **“Cover 1 – Technical and Commercial – Un-priced Bid - TENDER No. MM/ LOCAL CLEARANCE /110618/001/dated 21.05.2018”**
- 5.4 Cover 2 – Rate Bid must be duly completed, sealed in a separate cover and superscribed as **“Cover 2 – Rate Bid - Tender No. “MM/ LOCAL CLEARANCE /110618/001/dated 21.05.2018”**.
- 5.5 Name and address of the Tenderer should be clearly written on all the three sealed covers separately.
- 5.6 All the two sealed covers should be put in another big cover duly sealed and marked as **“Tender No “MM/ LOCAL CLEARANCE /110618/001/dated 21.05.2018”**. and can be sent by Registered Post to the Deputy General Manager (a/c), Contract Cell, Madras Fertilizers Limited, Manali, Chennai 600 068 so as to reach on or before **18.06.2018** at 1600 hrs.

## **6.0 OPENING AND ACCEPTANCE OF TENDER:**

- 6.1 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.
- 6.2 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of MFL.
- 6.3 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.
- 6.4 Acceptance of the tender will be intimated to the successful tenderer through **Award of Contract** letter.

## **7.0 BASIS OF ARRIVING AT L1 TENDERER:**

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

**8.0 NEGOTIATION WITH L1 TENDERER:**

If MFL deems it fit to conduct negotiation, negotiation will be conducted with L1 tenderer

**9.0 SPLIT UP OF JOBS**

100% of the jobs will be given to the L1 tenderer

**10.0 SUBLETTING AND TRANSFER:**

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

**11.0 REMUNERATION:**

The contractor shall be paid the remuneration in respect of the services described in the scope of work and schedule of rates and performed by him, at the contracted rates per Annexure – 8 or the accepted rate.

**12.0 PAYMENT TERMS:**

- 12.1 The contractor shall submit bills once a month for the work performed during the preceding month and payment will be made within 30 days from the date of receipt of bills.
- 12.2 Payment will be made only thru RTGS, after reckoning the credit period from the date for receipt of bills at MFL.

**13.0 COMPLIANCE OF LABOUR LAWS:**

- 13.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 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 quote the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 13.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.

- 13.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 13.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills.
- 13.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 13.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.
- 13.7 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. 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.

#### **14.0 MFL SAFETY RULES AND REGULATIONS:**

- 14.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.
- 14.2 The 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.
- 14.3 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.
- 14.4 The contractor shall ensure that personal protective equipment (per 6.2) needed for the job, are drawn / used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 14.5 The contractor shall ensure that all supports made for the work shall be properly engineered and fabricated, and shall avoid use of temporary supports like drums and wooden crates.
- 14.6 No empty drums/cans shall be left in the plant area. The contractor shall dispose of the contents and all empty drums shall be returned to MFL Stores/ Scrap Yard per instructions.
- 14.7 The contractor shall ensure that no personnel under the contractor will be allowed to use the drums for any type of support or for any makeshift arrangements.

- 14.8 In case of any of the contractors' workmen are found misusing the drums for maintenance, the contractor will be liable for penal charges of Rs 1,000/= (Rupees One thousand only) for each of the violation.
- 14.9 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 14.10 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.
- 14.11 The contractor shall obtain Entry tokens / passes from MFL Security Force and distribute 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.
- 14.12 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 due to MFL by the contractor.
- 14.13 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of the contract man 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.
- 14.14 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 debited to the contractor.
- 14.15 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the contractor a place for construction of Temporary office Accommodation / Storage facilities or Godown 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

#### **15.0 PENALTY / LIQUIDITY DAMAGE CLAUSE:**

For collection and delivery of materials / documents beyond 3 working days, penalty at the rate of 0.5% on Contractors Bill value for every week of delay subject to maximum of 5% of Bill value will be deducted.

#### **16.0 WITHDRAWAL OF CONTRACT:**

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

**17.0 SUMMARY TERMINATION:**

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

**18.0 SIGNING THE TENDER AND DOCUMENTS:**

- 18.1 The tender duly filled in all respects shall be signed on each page by the tenderer.
- 18.2 The tender and all connected documents shall be signed by all the Partners/Directors/Members of the tender or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tender.
- 18.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director, etc. of a Limited Company.
- 18.4 In the case of a partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 18.5 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.
- 18.6 Self attested copies of partnership deed and power of attorney shall be submitted along with the tender.
- 18.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

## **19.0 CONSTITUTION OF THE TENDER:**

- 19.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager – Maintenance , Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 19.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 19.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 19.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

## **20.0 INFORMATION ABOUT TENDERERS:**

- 20.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz., name and address, composition, their main business, in the form as per Annexure-6.
- 20.2 Tenders shall be accompanied by all the Schedule / Annexure intact and duly filled in and signed.

## **21.0 LAWS GOVERNING THE CONTRACT:**

The contract will be governed by the Law 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).

## **22.0 FORCE MAJEURE:**

The terms and conditions of the orders shall be subject to force majeure. Neither Contractor 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 the 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 Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

**23.0 ARBITRATION CLAUSE:**

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

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

**24.0 GENERAL:**

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



**ANNEXURE – 5****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 PERSON'S'S a. NAME			b.Designation :	
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 – 6****INFORMATION ABOUT THE TENDERER AND UNDERTAKING**

<b>Sl. No.</b>	<b>Information Required</b>	<b>To be Filled in by Tenderer</b>
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	GST Registration No.	
14	Any court case is filed against you or your concern	
15	Have you / your Firm filed any case against MFL	

Note: Copies of documents are required to be attached for Sl.No.6 to 13. 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:**  
**Date :**

**Signature of the Tenderer**  
**(Name & Office seal)**

**SELF DECLARATION**

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

**Place :**  
**Date :**

**Signature of the Tenderer**  
**(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 and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

**ANNEXURE - 7****FORM OF AGREEMENT**

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

This agreement is made on the \_\_\_ day of \_\_\_\_\_ 2017 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.

1.	
2.	
3.	
4.	
5.	

- 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 (referred in Sl. No.5 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 with Office Seal)

Witnesses: 1.

2.

**BILL OF QUOTE****“LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES  
FOR THE YEAR 2018-19”****TENDER No. MM/ LOCAL CLEARANCE /110618/001/dated 21.05.2018****NOTE:**

- While quoting, the tenderer has to reckon all the components, i.e. labour cost and their statutory payments, tools and tackle, transportation, overhead cost, administrative charges, profit and cost of safety apparels to be issued to workers etc.
- Rates quoted shall be inclusive of all statutory duties and levies except GST
- Percentage of GST will be extra as applicable at the time of billing.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- Truck / Trailer shall be engaged by the Contractor depending upon the size of the steel material collected from stockyard.

Sl.No.	Description	Rates (₹)
1	Transportation of consignments from Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Stations / Lorry Sheds of various Road Transport Companies / Lubricants from Oil Companies at Madhavaram / Royapuram / Korukkupet / Tondiarpet Installations / Depots and various vendors works in and around MFL upto 150 km.	
	a) Upto 250 kg. (Kilograms)	₹ .....per consignment
	b) From 251 kg. To 1000 kg. (kilograms)	₹ .....per consignment
	c) Above 1000 kg. (kilograms)	₹ ..... per MT
2	Transportation of consignments from MFL Manali for booking of packages at Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Station / Lorry Sheds of various Road Transport Companies and to vendor works in and around MFL upto 150 km.	
	a) Upto 250 kg. (Kilograms)	₹ .....per consignment
	b) From 251 kg. To 1000 kg. (kilograms)	₹ .....per consignment
	c) Above 1000 kg. (kilograms)	₹ ..... per MT

3	Collection of Steel materials from Stockyards of SAIL and transporting to factory site as per Company's instructions, including loading into Contractor's Trucks / Trailers and unloading at MFL site at Manali	<b>TRUCK (Above 15 MT) (₹. Per MT)</b>	<b>TRAILER (Above 15 MT) (₹. Per MT)</b>
	<b>a) Per Tonne:</b>		
	1. SAIL	.....	.....
	2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (approx.) from MFL.	.....	.....
	<b>b) Minimum per Trip:</b>	<b>TRUCK (upto 15MT) (₹. Per MT)</b>	<b>TRAILER (upto 15MT) (₹. Per MT)</b>
	1. SAIL	.....	.....
2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (approx.) from MFL.	.....	.....	

Sl.No.	Description	Rates (₹)
4	Hiring "TEMPO" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa.	
	a) Rate per hour (above 5 hours)	₹ .....
	b) Minimum charges	₹ .....
5	Hiring "LORRY" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa.	
	a) Rate per hour (above 5 hours)	₹ .....
	b) Minimum charges	₹ .....
6	<b>LOADING / UNLOADING CHARGES</b>	
	While clearing for consignment weighing	
	a) Upto 15 kg.	Not applicable
	b) From 16 kg. to 50 kg. (Lumpsum)	₹ .....
	c) From 51 kg. to 150 kg. (Lumpsum)	₹ .....
	d) From 151 kg. to 250 kg. (Lumpsum)	₹ .....
	e) From 251 kg. to 500 kg. (Lumpsum)	₹ .....
	f) From 500 kg. And above (Lumpsum)	₹ .....
<b>NOTE:</b> Loading & Unloading at MFL factory site will be responsibility of the Contractor, in cases where the consignment is of such nature requiring heavy lift equipment for loading / unloading, the contractor should arrange for the same and produce documentary proof for payments made towards that for reimbursement. However, in cases of unloading at MFL site, MFL may arrange crane or other lift equipment if they are available.	<b>Per clause under "CONTRACTOR'S RESPONSIBILITIES"</b>	
7	<b>SERVICE CHARGES:</b> For handing over / collection of documents to / from Vendors / Transporters / Carriers, etc.,	₹ .....

I / We abide by the terms and conditions of tender for local collection of materials and deliver @ Stores.

Date :  
Name of the Tenderer :  
Address :  
Phone No. :  
E-mail :

**Signature of the Tenderer**