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**NOTICE INVITING TENDER FOR  
 APPOINTMENT OF BINDER  
 TENDER NO: MFL/F&A/BINDING 2018/008 DT. 03.08.2018**

Description	Binding work at MFL premises
Nature of Bidding	Single Stage Bidding
Commencement of viewing and downloading tender document from Website	03-08-2018
Due date & Time of submission	24-08-2018 & 1400hrs
Bid Opening Date& Time	24-08-2018 & 1430hrs
Bid Submission (To receive on or before the due date and time)	Price Bid To be submitted with price break up details as per Annexure – 1 on or before the date & time meant for submission of bids.
Bid Validity	90 days from the date of opening of Bid
EMD Amount	Not applicable, since the value of the contract less than Rs.5 lacs per approval given by the Board held on 19.05.2010 vide clause 246.12.
Security Deposit (SD)	Not applicable
Payment Term	Payment will be made on weekly basis after completion of jobs duly certified
Period of Contract	one year from Award of contract
Negotiation	If required

**DGM –CORPORATE ACCOUNTS  
 MADRAS FERTILIZERS LTD  
 MANALI, CHENNAI 600 068**

**List of Annexures**

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**Price Bid break-up details****TENDER NO: MFL/F&A/BINDING 2018/007 DT. 19.06.2018**

<b>S NO</b>	<b>SIZE</b>	<b>NATURE</b>	<b>APPROXIMATE QTY (PER YEAR)</b>	<b>RATE (PER NUMBER) (RS)</b>
1	9" X 6"	BINDING	100	
2	9" X 16"	BINDING	10	
3	12" X 8"	BINDING	400	
4	12" X 11"	BINDING	900	
5	14" X 8"	BINDING	20	
6	15" X 12"	BINDING	30	
7	18" X 12"	BINDING	5	
8	9" X 6"	SORTING & BINDING	20	
9	12" X 8"	SORTING & BINDING	160	
10	12" X 11"	SORTING & BINDING	500	
11	15" X 12"	SORTING & BINDING	10	
12	VOUCHER FILING	PER MONTH	12	
13	PAYSLIP	SEALING & STAPLING	13	
14	MEDICAL DISALLOWANCE & TRAINEE SALARY	SEALING & STAPLING	12	
15	12" X 8"	CALICO BINDING	40	
			TOTAL	

**NOTE : RATES ARE INCLUSIVE OF ALL TAXES**

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :

**ANNEXURE 2****TERMS & CONDITIONS****1. CONSTITUTION OF THE TENDERER**

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, CORPORATE ACCOUNTS, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

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.

The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

**2. PRICE**

Price quoted must be firm during the Tenure of the Contract.

**3. SELECTION CRITERIA**

The Price bids of tenderers will be considered for Price evaluation and arrival of cost and selection will be on L1 basis.

**4. MFL SAFETY RULES & REGULATIONS**

The contractor shall adhere to existing MFL safety rules and regulations during the tenure of the contract.

Smoking inside the factory premises is very dangerous and is strictly prohibited. The contractor shall ensure that their workmen do not smoke inside the factory premises.

## 5. TERMS OF PAYMENT

- ☞ Payment will be made on weekly basis after completion of jobs duly certified.
- ☞ **Payment will be made only thru RTGS**, from the date of receipt of bills at MFL
- ☞ RTGS Form (**Annexure 4**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

## 6. PERIOD OF CONTRACT

One year from the date of contract with option to extend the contract for a further period of one year on the same rates, terms and conditions with mutual consent.

## 7. SUBLETTING & TRANSFER

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

## 8. CANCELLATION OF ORDER

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

## 9. SUMMARY TERMINATION

MFL reserves the right to terminate the contract, without giving any notice, due to failure/breach on the part of the contractor in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation inclusive breach of contract. The decision of MFL on the part of the contractor shall be inclusive of failure and breach of contract shall be final and binding on the contractor and shall not be called into question.

In the event of any failure on the part of the contractor MFL shall have the right without prejudice to any other right / remedies to get the work done thru any other agency and the contractor shall be liable to compensate MFL for all the costs, damages, expanses or losses if any incurred by MFL on this account.

## 10. LAWS GOVERNING THE CONTRACT

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

## 11. **DEFINITION**

The term “Tender” shall mean & include the bids and other attachments manually submitted.

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

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

## 12. **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 in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tenderer in writing and 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.

## 13. **ARBITRATION**

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 Hon’ble High Court of judicature at Madras. Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

**14. NEGOTIATION:**

MFL reserves the right to go for Negotiation, if required or may finalize the tender without Negotiation. However, the decision to conduct Negotiation or not will be conveyed to short-listed bidders. In the case of a tie among the L1 bidders, the Company's decision will be final and binding.

**15. COMPLIANCE WITH STATUTORY PROVISIONS**

The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Funds and miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National & Festival Holidays) Act 1958. The Minimum Wages Act 1948, Service Tax Act and any other law applicable to the contract workmen for the time being in force or as amended from time to time.

In the event of any accident causing injury or death of his workmen engaged by the contractor, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect. MFL shall not be liable for any action by third parties.

For any damage to MFL property due to negligence by the contractor, appropriate penalty will be levied on the contractor by MFL.

**OTHER TERMS & CONDITIONS**

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract, except for statutory levies if any. Revision, if any, in the statutory levies will be applicable.
3. In the event of placing the order, the tenderer should strictly adhere to the Terms & Conditions as mentioned in Award of Contract or as advised by MFL.
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender after the due date will be summarily rejected.
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.

7. MFL will not be bound by any general/printed provisions of Tenderer's offer.
8. Tenderer should clearly indicate the % of statutory levies if any.
9. MFL shall have the right to inspect work/goods at any time and to reject unacceptable work/goods. The tenderer shall arrange rectify rejected work/materials at his cost.
10. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
11. NSIC registered Micro & Small Enterprises (MSMEs) participating in the tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL and may be allowed to supply up to 20% of the Contract value if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non-MSMEs.(necessary documents to be produced)
12. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.





**TENDERER UNDERTAKING**

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- 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.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

**ANNEXURE 4**

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

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSON'S NAME				Designation :
MOBILE NO.				
EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE				
BANK ACCOUNT NO.				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE		
VENDOR'S BANK ACCOUNT NO.		NEFT CODE		
		RTGS CODE		
BANK SWIFT CODE (For foreign vendors)				
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)		
ARE YOU A	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:

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

**ANNEXURE 5****INFORMATION ABOUT THE TENDERER**

<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.	Telegraphic address and phone number, email etc.,	
4.	Composition of tenderer (here state whether it is Hindu joint family business, proprietorship concern or registered partnership or a Limited company) (enclose required documents)	
5.	Nature of normal business of the tenderer	
6.	Experience of, similar working (certificate to support statement must be enclosed)	
7.	Any other experience (attach separate sheet, if necessary). Copies of certificates to support statements must be attached.	
8.	No. of experienced labourers available with the contractor	
9.	Name of the person / company with whom reference can be made with respect to the experience / similar type of work	

<b>SI No</b>	<b>Information required</b>	<b>To be filled in by tenderer</b>
10.	Name of the bank and the branches with which tenderer has transactions	
11.	PF/ESI/Labour License Code No.	
12.	Name & address of the person with whom Company may correspond (Local address)	
13	Income Tax permanent Account No.(PAN) and IT circle & Service Tax Registration	
14.	Service tax registration No & details	
15.	Whether the tenderers has been banned or delisted by any other Govt. Dept / Financial Institution / Court etc.,	

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

Place:

Signature of tenderer

Date:

Capacity in which signing