

MADRAS FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Manali, Chennai - 600068
Ph. Nos. 044 2594 5306 / 2594 5307
cmimp@madrasfert.co.in

**NOTICE INVITING TENDER - AWARD OF CONTRACT FOR MARINE
SURVEYORS OF RAW MATERIALS (DRY BULK FERTILIZERS / PHOSPHORIC
ACID) FOR ONE YEAR**

TENDER NO : MFL/COM/MARINE SURVEY/241018 DATED 10/10/2018

- 1) Sealed Tenders are invited from panel of **Marine Surveyors** approved by the Department of Fertilizers, having their Offices at Chennai for appointment of Surveyors **to Survey Raw Materials (Dry Bulk Fertilizers / Phosphoric Acid) at Chennai Port** for a period of one year.
- 2) The General Instructions to Tenderers, Terms and Conditions, Duties, Responsibilities and Services to be performed are given in Part I, II, III and the schedule of rates to be furnished in Part IV.
- 3) The tender should be submitted in two separate covers as under:
Cover-1 : Technical Bid & Cover-2 : Price Bid
Both the sealed envelopes Cover-1 and Cover-2 should be kept inside a separate sealed Outer Cover-3 and superscribed as "Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018". (Please refer Part-I : Clause 9.5.0 of General Terms & Conditions).
- 4) Contract Value (Approx.) : Rs.1.22 Lakhs for Dry Bulk Fertilizers & Rs.0.68 Lakhs for Phosphoric Acid solutions, inclusive of applicable taxes.
- 5) MFL reserves the right not to issue tender form to any party, accept or reject any tender without assigning any reason whatsoever and has no obligation to accept the lowest tender. MFL also reserves the right to appoint one or more Marine Surveyors for any or all the operations.
- 6) The Tender documents can be downloaded from MFL's website: **www.madrasfert.co.in** and used by the bidders.
- 7) The tenderers should submit the tender (duly filled in / completed in all respects and signed on each page) to the **DGM-Production, Madras Fertilizers Limited, Manali, Chennai 600068** on or before **16.00 HRS on 24/10/2018**.
- 8) The tenders will be opened **at 14.00 HRS on 25/10/2018** at the office of the DGM-Production, Madras Fertilizers Limited, Manali, Chennai-600068.
- 9) Tenders received late i.e after due date for submission shall be rejected.

DGM-Production
Madras Fertilizers Limited
Manali, Chennai - 600068

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TENDER SUBMISSION FORM

From

Phone No.:

**To
The DGM-Production
Madras Fertilizers Limited
Manali, Chennai - 600068**

Dear Sir:

I/We submit the sealed tender for appointment as **Surveyor for Raw Materials (Dry Bulk Fertilizer / and Phosphoric Acid) Shipments.**

I/We have thoroughly examined and understood the instructions, terms and conditions, services to be rendered, duties and responsibilities contained in the **Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018** for one year period and we hereby agree to abide by the same.

I/We enclose the following:

Cover-1	Technical Bid
	Technical Bid should contain the following: 1) Duly filled, signed & sealed - the Information about tenderer along with the required documents sought as per Appendix I. 2) Partnership Deed / Memorandum and A/A as applicable. 3) Tender documents containing General Instructions (Part-I) / Terms and Conditions (Part-II) / Duties & Responsibilities (Part-III a & b) duly signed and sealed in all pages. 4) Specimen agreement copy (Appendix II), duly signed in all pages.
Cover-2	Price Bid
	Price Bid should contain 1) Schedule of Rates - format as provided in Part IV (A & B)

I/We agree to work at the rates quoted by me / us as furnished in the Schedule of Rates [Attachment V in Cover II)

I/We hereby declare that all the details given in the tender comprising all the parts and appendices are true.

I/We understand that MFL will have absolute right for appoint one or more tenderers at the same or different rates at any time during the contract period.

Thanking you,

Very truly yours

Signature of the Tenderer
Designation
Date

Official Seal

TENDER NO : MFL/COM/MARINE SURVEY/241018 DATED 10/10/2018

PART – I: GENERAL INSTRUCTIONS TO TENDERERS

1.0.0 Place of Work

The place of work shall be Chennai Port Trust premises and go-downs to be hired by the C&F Agent.

2.0.0 Definition

2.1.0 "MFL" shall mean MADRAS FERTILIZERS LIMITED, Manali, Chennai 600068 or any of its authorized officers.

2.2.0 "Surveyor" shall mean and include the person or persons, firm or Company to whom the Contract against this tender is awarded including their heirs, successors, administrators, executors and their permitted assignees as the case may be.

2.3.0 "SERVICES" shall mean, the performance of any of the items of work enumerated in the schedule of rates and as elaborated in Part – III there of including such auxiliary and incidental duties / operations as may be indicated by the authorized officer of MFL.

2.4.0 "RAW MATERIALS" shall mean and include any type / grade of Dry Bulk Fertilizers such as MOP / UREA and Phosphoric Acid.

2.5.0 "GODOWN" shall mean shed and / or go-downs owned / hired by C&F Agents or by MFL and / or provided within or outside Port but within City limits, where fertilizers in bulk or bags, gunnies, damaged stock, if any, etc., are stacked or held in storage :

2.6.0 Singular and Plural – Words imparting singular also include the plural and vice-versa wherever the context requires. Words imparting persons shall include any incorporated company or a registered association or body of individuals or a firm of partnership.

3.0.0 Brief Description of work

Initial draft survey on board prior to commencement of discharge, final draft survey to determine the raw material (dry bulk fertilizers) quantity received in the ships, drawing samples, wharf side supervision, joint survey in case of damaged / hardened cargo, weight supervision, supervision of operations in go-down, initial and final ullage readings at MFL Phosphoric Acid Storage tanks and also ship tanks for determining the quantity of Phosphoric Acid received in ships and also submission of detailed survey reports.

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4.0.0 Volume of Work

No definite volume of work to be performed can be guaranteed by MFL. However, the volume of dry bulk fertilizers likely to be imported in a year will be around 88,000 MT of Dry Bulk Fertilizers and the volume of Phosphoric Acid Solution likely to be imported is around 50,000 MT. This is only an approximate quantum and this shall not be taken as a guarantee.

5.0.0 Security Deposit : Not Applicable

6.0.0 Information about tenderers

The tenderers shall furnish at the time of submission of the tender, complete, correct and precise details about themselves viz. name and address, main business, income tax paid etc. in the form per Appendix- I.

7.0.0 Signing of the Tender and documents

7.1.0 The tender duly filled in all respects shall be signed on each page by the Tenderer(s).

7.2.0 The tender and all connected documents shall be signed by all the partners / Directors / Members of the Tenderers or any such person who has the full authority to bind all the Partners/Directors/Members of the Tenderers.

7.3.0 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.

7.4.0 In the case of Partnership firms, 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.

In the case of limited company, the names of all the directors shall be mentioned and it shall be certified that the person signing the tenders 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.

7.5.0 The person signing the tender form or any document 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 the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract, including the arbitration clause.

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8.0.0 Documents to be attached to Tender form

8.1.0 Income tax Return / Assessment order copy for the previous 3 years in respect of tenderers' individual's partners / directors / members.

8.2.0 Copies of Partnership Deed and Power of Attorney or Memorandum & Articles of Association as applicable. Original shall be submitted to MFL on need basis.

9.0.0 Delivery to Tender

9.1.0 Tender form shall be filled in by the tenderer neatly, completely and accurately. Any alteration, erasure or over writing shall be neatly carried out and attested by the full signature of the tenderer.

9.2.0 The tenderer shall submit the tender documents intact duly filled in/completed and signed on each page of the tender without detaching any page or pages.

9.3.0 Tenders not accompanied by all the schedules / appendices intact and not duly filled in properly and signed shall be rejected.

9.4.0 The tenderer shall quote his rates in Part – IV A & B [schedule of rates] against the items of work given therein.

9.5.0 The tender shall be submitted in two separate sealed cover as under :

Cover-1	Technical Bid
	Technical Bid should contain the following: 1) Duly filled, signed & sealed - the Information about tenderer along with the required documents sought as per Appendix I. 2) Partnership Deed / Memorandum and A/A as applicable. 3) Tender documents containing General Instructions (Part-I) / Terms and Conditions (Part-II) / Duties & Responsibilities (Part-III a & b) duly signed and sealed in all pages. 4) Specimen agreement copy (Appendix II), duly signed in all pages.
Cover-2	Price Bid
	Price Bid should contain 1) Schedule of Rates - format as provided in Part IV (A & B)

Cover-1

Cover-1 should be sealed & superscribed as **"Cover-1 - Technical Bid for Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018"**

Cover-2:

Cover-2 should be sealed & superscribed as **"Cover-2 - Price Bid for Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018"**

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Cover-3:

All the above two sealed Covers-1 and 2 should be put in a separate 3rd Outer Cover. The 3rd Outer Cover should be sealed & superscribed as "**TENDER NO. MFL/COM/MARINE SURVEY/241018 DATED 10/10/2018**"

10.0.0 Opening and Acceptance of Tender

10.1.0 Tenders shall be opened as detailed below:

Cover-1 containing the technical bid will be opened **at 14.00 Hrs. on 25/10/2018** at the Office of the DGM-Production, Madras Fertilizers Limited, Manali, Chennai 600068.

Cover-2 Price Bid of qualified tenderers will be opened later.

10.2.0 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason. MFL is also not bound to accept the lowest or any other tender. MFL may, at its own discretion, adopt such criteria as is considered reasonable, in the selection of successful tenderer.

10.3.0 Tenderers shall be prepared to come to Madras Fertilizers Limited, Manali, Chennai-600068 if called upon to do so, for discussions with MFL authorities at their own expenses and without any obligation on the part of MFL.

11.0.0 Method of Evaluation:

Price Bids of Techno commercially qualified bidders will be opened for arriving L1.

Item wise L1 will be arrived and contract will be awarded separately for Dry Bulk Fertilizers as per Part-IV (A) & Phosphoric Acid as per Part-IV (B).

12.0.0 Negotiation : Will be conducted, If required.

13.0.0 Bid Validity : 90 Days from the date of Tender Opening.

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PART-II : TERMS AND CONDITIONS

1.0 Object of the Contract

- 1.1 The surveyor shall render all or any of the services under this contract as directed from time to time by MFL together with such auxiliary and incidental duties, services and operations as may be indicated by MFL that are consistent with these terms and conditions. These services shall be carried out promptly, efficiently and safely without causing any loss to the product / property or reputation of MFL. MFL, on its part, shall compensate the surveyor, in consideration of the services rendered, at the contract rates, or at the mutually agreed rates for items not covered under the contract.
- 1.2 The company not insisting upon strict performance of any provision herein shall not constitute a waiver of the right to require such performance by the Surveyor and a waiver in one case shall not constitute a waiver with respect to a later breach whether of a similar nature or otherwise.
- 1.3 In the event of any doubt as to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MFL shall prevail which shall be final and binding.

2.0 Constitution of the Tenderer

- 2.1 The Surveyor shall not change the composition during the currency of the contract without the prior approval of MFL. Any happening like death / resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the DGM-Production, Madras Fertilizers Limited, Manali, Chennai 600068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 2.2 In the event of any dispute, legal or other proceedings by any party or parties concerning the Constitution or composition of the surveying Agent, MFL reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Surveyor.
- 2.3 The contract shall be awarded on the basis of "principal-to- principal" and the Marine surveying Agent shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.

3.0 Liabilities of Personnel

- 3.1 The surveyor 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 Fund and Family Pension Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamil Nadu Industries Establishments [National Festival Holidays] Act 1958 and any other law applicable to the contract workmen.

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- 3.2 The Surveyor shall fully indemnify MFL for any default or non-observance by himself or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the surveyor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Surveyor of any of the provisions or otherwise of the enactments cited, MFL reserves the right to settle directly any amount due by the Surveyor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the Surveyor or in the absence of the same treat it as debt due to MFL by the Surveyor.
- 3.3 The surveyor shall, whenever required by the Company or Government officials authorised under the statutes, produce for inspection, all forms, registers and other papers required to be maintained under various statutes.
- 3.4 In the case of non-coverage of employees under ESI Scheme/EPF, besides the recovery of the amounts due by the Surveyor towards their contribution, penal interest and/or damages as may be levied by the ESI Corporation or EPF Authority, a penalty of 20% of the above amount would also be levied and recovered from their bills.
- 3.5 The surveyor shall provide workmen with necessary safety appliances at port and City Go-downs. The same shall be done at his own cost. If any of the workers of the Surveyor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost deducted from Surveyor's bills. Further, in such cases the surveyor will be levied penalty as deemed fit by the Company.
- 3.6 The Surveyor 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 employees.
- 4.0 Liabilities of the Surveyor**
- 4.1 The Surveyors should engage adequate personnel / workmen to carry out the described scope of work as may be necessary for effective and efficient discharge of obligation / duties under this contract. The surveyor shall be liable for all losses, damages and the expenses suffered or incurred by MFL due to Surveyor's negligence and unworkman-like performance of any of the service under this contract or breach of any terms thereof or their failure to carry out the work. The decision of MFL in this regard shall be final and binding on the Surveyor.

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4.2 In the event of failure on the part of the Surveyor to perform any of the services mentioned in the Agreement efficiently and to the entire satisfaction of the officer authorized by MFL, MFL shall, without prejudice to other rights and remedies under this Agreement have the right to recover by way of compensation from the Surveyor, the losses suffered by MFL.

4.3 However, the Surveyor's liability shall be restricted to the amount paid by MFL, by way of survey charges, for a particular shipment.

5.0 Period of Contract

5.1 The contract shall commence from the date of signing the agreement and shall remain in force for a period of one year or till the completion of contracted quantity as defined in volume of work (Clause 4.0.0) whichever is later.

5.2 MFL reserves the right to extend the period of contract for a further period up to one year on mutual agreement at the same rates, terms and conditions as herein mentioned.

5.3 Either of the parties [MFL/Surveyor] can terminate the contract by giving NINETY DAYS (90) notice in writing.

5.4 In the event any vessel is under discharge and/or the material is under dispatch on the last day of the Marine Survey contract period (including in its extended period), the Marine Survey Contract would automatically get extended till the completion of entire operation and submission of final report by the Surveyor to the satisfaction of MFL.

6.0 Summary Termination

6.1 Notwithstanding anything contained in Clause 5.0 above, MFL reserves the right to terminate the contract forthwith due to any failure/breach on the part of the surveyor of any of the terms and conditions of the contract or in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation.

6.2 The decision of MFL about the failure/breach shall be final and binding on the surveyor.

6.3 In the event of such summary termination by MFL as stated in 6.1 and 6.2 above, MFL shall have the right without prejudice to any other rights / remedies, to get the work done through any other agency for the unexpired period of the contract at the risk and cost of the Surveyor, towards losses, damages, expenses or costs that may be suffered or incurred by MFL due to the Surveyor's negligence or unworkman - like performance of any of the services under the contract.

7.0 **Security Deposit:** Not Applicable

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8.0 Description of Work

- 8.1 The surveyor shall engage sufficient manpower to execute the contract. The company does not guarantee any definite or minimum volume of work at any time during the currency of contract. The mere mention of any item of work in this contract does not by itself confer a right on the surveyor to demand the work relating to all or any items thereof and to be necessarily or exclusively entrusted to him.
- 8.2 MFL will also have the exclusive right to appoint one or more surveyors for any or all the services mentioned hereunder at identical or different rates and to divide the work between such surveyor in any manner and no claim shall lie against MFL on this account.
- 8.3 This contract shall not prevent the Company from entrusting the contract to any other Surveyor at same or different rates or from making other arrangements without assigning any reason whatsoever.

9.0 Remuneration

- 9.1 The surveyor shall be paid the remuneration by MFL in respect of the services at the rates to be agreed to and communicated. Such rates agreed to, shall be firm and no escalation shall be allowed during the currency of the contract. If the Surveyor is required to perform any service in addition to those specified in the Contract and schedule of rates, they shall be paid for such services at the rates negotiated and fixed by mutual agreement.
- 9.2 The surveyor may raise bill after completion of each shipment and submission of detailed final survey report and special report, if any, which will be paid within 30 days after verification. The surveyors shall not be entitled to any interest on the amount of bills raised nor will the delay in payment if any give any right to the contractor to suspend the work under this contract.

10.0 Subletting

The Surveyor shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of MFL.

11.0 Delays, Strikes, etc.

Strikes or cessation of work by Surveyors' labour owing to any dispute with the Surveyor pertaining to wages or otherwise will not be deemed to be a reason beyond the Surveyor's Control and the Surveyor shall pay a penalty of Rs.100 [Rupees One Hundred only] per day for each day of work stoppage of each work spot and shall, in addition, also be responsible for any loss / damage, which MFL may suffer on this account.

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12.0 Laws governing the contract

The contract will be governed by the laws of India for the time being in force and amended or made from time to time.

13.0 Arbitration

13.1 Any or all disputes out of or in relation to this agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to Competent Authority of MFL who will be the Sole Arbitrator for settlement of such dispute(s) and whose decision shall be final and binding.

13.2 In the event of a reference made to an Arbitrator, the decision of the Arbitrator shall be final and binding on both the parties of this agreement and shall not be called into question.

13.3 Subject as aforesaid, the Arbitration & Conciliation Act 1996, shall apply to the arbitration proceedings under this Clause and such arbitration shall take place in the city of Chennai.

13.4 The costs in connection with arbitration shall be at the discretion of the Arbitrator who may make a suitable provision for the same in his award.

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PART III - DUTIES, RESPONSIBILITIES & SERVICES TO BE PERFORMED BY SURVEYOR

A) FOR DRY BULK FERTILIZERS

- 1.0 Dry Bulk Fertilizers received in shipments will be transported to MFL Plant at Manali and also to City / Port Go-down for bagging and despatch to various destinations. The survey work shall consist of all internationally accepted practices for survey of such cargo and shall consist of but not limited to the following.
- 1.1 Initial draft survey on board the vessel, prior to commencement of discharge and final draft survey.
- 1.2 Interim draft survey as advised by MFL.
- 1.3 Hold / Hatch Survey.
- 1.4 Drawing samples per the sampling method for determining the quality of the cargo.
- 1.5 Wharf side supervision, including observation of discharge, recording of trucks loaded etc., on round the clock basis.
- 1.6 On board daily inspection while cargo is under discharge on round the clock basis.
- 1.7 Joint survey in the presence of Seller's representative in the event of damages to cargo noticed during discharge or the cargo being caked / hardened and submission of interim survey report as advised by MFL.
- 1.8 Weighment supervision at Chennai Port Trust weighbridge on round the clock basis and weighment details statement to be handed over to MFL officials on daily basis.
- 1.9 Recording number of trucks dumped in Port Transit Shed, approximate weight and report to MFL on daily basis.
- 1.10 Work in close liaison with our C&F Agent and perform any other connected services towards the completion of each hold / hatch and full shipment.
- 1.11 Attendance at City / Port Go-down for storage and loading into trucks until the entire product is despatched and submission of detailed report.
- 1.12 In the case of vessels carrying cargo in inaccessible areas, the Surveyor shall carry out joint survey and submit report certifying the inaccessibility and the quantity stored in such places.
- 1.13 Submission of detailed survey report (3 copies) including standardisation loss, damages, shortage, etc. within 7 days of the completion of survey.

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- 1.14 Submission of special reports on any major problems such as shortage, handling loss / damage beyond permissible limit etc., after detailed analysis of the causes.
- 1.15 While being the surveyor under this contract, you shall not engage yourselves as surveyors to represent any other party for the same shipment, in regard to cargo on board.
- 1.16 The Surveyor shall be responsible for performing any of the services mentioned above during nights without any extra remuneration
- 1.17 The surveyor shall be responsible for the good conduct and their employees and shall compensate MFL for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives.

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**PART III - DUTIES, RESPONSIBILITIES & SERVICES TO BE
PERFORMED BY SURVEYOR**

B) FOR PHOSPHORIC ACID SHIPMENTS

- 2.0 Phosphoric acid received from the ship is pumped directly into the storage tanks in JAWAHAR Dock II East. The survey work shall consist of all internationally accepted practices for survey of such cargo and shall consist of but not limited to the following:
- 2.1 Ullaging of all tanks on board prior to commencement of discharge including measurement of temperature and ascertaining the quantity on board as per ship's calibration charts.
- 2.2 Overall continuous supervision of discharge.
- 2.3 Ascertaining the quantity discharged by ullaging the ship's tanks after entering the tanks and inspecting physically, wherever possible.
- 2.4 Ullaging the shore tanks/sump prior to and on completion of receipt of acid into the tanks and ascertaining the quantity received as per calibration tables and MFL analytical report.
- 2.5 Sampling and distribution of samples as required in the agreement between MFL and Suppliers of acid, including extra services called for such as meter apart sampling, three level sampling and sediment re-circulation sampling etc. both on ship and non-shore tanks, Joint survey estimation of unpumpable sediments in ship tanks. Sample tags should be covered by plastic pouches.
- 2.6 Work in close liaison with our clearing agents. Perform any other services required by MFL or by the supplier/shipper through MFL, towards the completion of the survey of each shipment.
- 2.7 Submission of detailed survey report and special reports (3 copies).
- 2.8 While being the Surveyors under this contract, you shall not engage yourselves as surveyors to represent any other party for the same shipment, in regard to cargo on board.
- 2.9 The surveyor shall be responsible for performing any of the services mentioned above during nights without any extra remuneration.
- 2.10 The surveyor shall be responsible for the good conduct and their employees and shall compensate MFL for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives.
- 2.11 In the case of vessels carrying cargo in inaccessible areas, the Surveyor shall carry out joint survey and submit report certifying the inaccessibility and the quantity stored in such places.
- 2.12 Submission of special reports on any major problems such as shortage, handling loss / damage beyond permissible limit etc., after detailed analysis of the causes.

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PART – IV (A)

TO BE PROVIDED IN SEALED COVER-2 ONLY

PRICE BID – DRY BULK FERTILIZERS

Your Offer Ref. No

Dated

JOB	Quantity in MT	Basic Rate per MT.	GST in %	GST in Rs /MT	Total Rate Rs / MT	Total Contract Value in Rs
	(a)	(b)	(c)	(d=b*c)	(e=b+d)	(f=a*e)
Marine Survey of Dry Bulk Fertilizers received at Chennai Port and moved	88000					

Total value of the contract in words:

(Please refer to Part-III (A), Duties, Responsibilities and Services to be performed by Surveyor - before quoting the rates.)

**Signature of the Tenderer
Designation**

Official Seal

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PART – IV (B)

TO BE PROVIDED IN SEALED COVER-2 ONLY

PRICE BID - PHOSPHORIC ACID SHIPMENTS

Your Offer Ref. No

Dated

JOB	Quantity in MT	Basic Rate per MT.	GST in %	GST in Rs /MT	Total Rate Rs / MT	Total Contract Value in Rs
	(a)	(b)	(c)	(d=b*c)	(e=b+d)	(f=a*e)
Marine Survey of Phosphoric Acid Shipment at Chennai Port	50000					

Total value of the contract in words:

(Please refer to Part-III (B), Duties, Responsibilities and Services to be performed by Surveyor - before quoting the rates.)

**Signature of the Tenderer
Designation**

Official Seal

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TO BE PROVIDED IN COVER-1

APPENDIX-I: INFORMATION ABOUT THE TENDERER

SI	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Tenderer's Registered Office	
3	Chennai Office Address, Contact Person, Phone & Mobile Numbers, Fax Number, E-Mail ID etc.	
4	Composition of Tenderer (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	License No. with validity to act as a Surveyor / Loss Assessor issued by Insurance Regulatory and Development Authority (IRDA). (Copy to be enclosed)	
7	Experience of similar working (Certificate to support statement must be enclosed) during the previous years	
8	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	
9	GST Registration / Service Tax Registration. (Proof to be enclosed)	
10	PF / ESI Code. (copy to be enclosed)	
11	PAN No. (copy to be enclosed)	
12	Details of Turnover for the last three years	
13	Acknowledgement of Income Tax returns filed For the last three years-2015-16, 2016-17 & 2017-18 (Copies to be enclosed)	
14	Three years audited statement of Accounts with Balance Sheet	

Note: Copies of documents are required to be attached for SI.No.5 to14.

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

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

Place:

Signature of the Tenderer

Date:

(Name & Office seal)

DECLARATION

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

Place:

Signature of the Tenderer

Date:

(Name & Office seal)

TENDER NO : MFL/COM/MARINE SURVEY/241018 DATED 10/10/2018

APPENDIX-II : AGREEMENT

Agreement made this the day of between Madras Fertilizers Limited, Manali, Chennai 600068 hereinafter called "Company" of the one part

AND

Messers / Sri hereinafter called "Surveyor" of the other part.

1. Objects of Agreement

The Company has accepted and selected the Surveyor for the performance of the work based on his quotation contained in Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018 for the Period _____ 2018 to _____ 2019.

The Surveyor having thoroughly understood the details of Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018 for the period _____ 2018 to _____ 2019 willingly agreed to render any or all of the services listed under Parts II and III of the tender promptly and efficiently to the best satisfaction of the Company as per the terms and conditions specified in the said tender and the Company on its part has agreed to compensate the Contractor in consideration of the services, at the rates as mutually agreed and appended to this agreement.

2. It is agreed between the Company and the Surveyor that Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018 for the period _____ 2018 to _____ 2019 submitted by the Surveyor comprising Parts I to IV with all its changes, additions, deletions, alterations, modifications, etc. resulting from discussions between the Surveyor and the Company as are mutually agreed to, shall form part and parcel of this agreement.

3. It is agreed that while performance of the contract shall be in pursuance of the terms and conditions contained in Tender No. MFL/COM/MARINE SURVEY/241018 Dated 10/10/2018 for the period _____ 2018 to _____ 2019 forming part and parcel of this agreement, the following are particularly and specifically agreed to between the parties :

i] The Surveyor shall be liable for all losses, damages and the expenses suffered or incurred by MFL due to the Surveyor's negligence and unworkman-like performance of any of the services under this contract or breach of any terms thereof or their failure to carry out the work. The decision of MFL in this regard shall be final and binding on the Surveyor. However, the Surveyor's liability shall be restricted to the amount paid by MFL by way of survey charges, for a particular shipment.

ii] The contract shall commence from the date of signing the agreement and shall remain in force for a period of one year or till the completion of contracted quantity as defined in volume of work (Clause 4.0.0 of NIT) whichever is later.

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- iii] MFL reserves the right to extend the period of contract for a further period upto one year at the same rates, terms and conditions.
- iv] Either of the parties [MFL/Surveyor] can terminate the contract by giving 90 days' notice in writing.
- v] In the event any vessel is under discharge and/or the material is under dispatch on the last day of the Marine Survey contract period (including in its extended period), the Marine Survey Contract would automatically get extended till the completion of entire operation and submission of final report by the Surveyor to the satisfaction of MFL.
- vi] MFL reserves the right to terminate the contract forthwith due to any failure / breach on the part of the Surveyor of any of the terms and conditions of the contract or in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of MFL about the failure / breach on the part of the Surveyor shall be final and binding on the Surveyor.
- vii] MFL will have the exclusive right to appoint one or more Surveyors for any or all the services mentioned at identical or different rates and to divide the work between such surveyor in any manner and no claim shall lie against MFL on this account.
- viii] While being the Surveyors under this contract, the Surveyor shall not engage himself as surveyors to represent any other party for the same shipment, in regard to cargo on board.

IN WITNESS WHEREOF the parties have set their hands at Chennai, the day, month and year first above written.

WITNESS :

SURVEYOR

WITNESS :

MADRAS FERTILIZERS LIMITED