

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
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NOTICE INVITING TENDER FOR

Installation & Maintenance of E-Mail Software, Unified Threat Management (UTM) Appliance and E-Mail Domain's renewal with 3 year subscription & support

TENDER No. ESER/MIS/EMAIL-UTM/191218/003 dated 29-11-2018

SUMMARY

Online bids are invited from reputed Service Providers for Annual Maintenance Contract for installation of E-Mail Software, Unified Threat Management (UTM) Appliance and E-Mail Domain's renewal with 3 year subscription and support for a period of three years at MFL Head office, Manali, Chennai.

Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.co.in ["Tenders"] or Central Public Procurement web <http://eprocure.gov.in/eprocure/app>
Instructions for applying e-Tendering are given in Annexure-1.

For any clarification, please communicate to the following:

Eprocurement cell	epro@madrasfert.co.in / epro1@madrasfert.co.in	
Phone	044 25945318/25941261 Shri A M Sridhar	
User contact details	venki@madrasfert.co.in	044-25945280, 9498068244
	naren@madrasfert.co.in	044-25945282

<u>Tender No. & Date and Description</u>	
<u>ESER/MIS/EMAIL-UTM/191218/003 dated 29-11-2018</u> Installation and Maintenance of E-Mail Software (Zimbra), Unified Threat Management (UTM) Appliance – SOPHOS and E-Mail Domain's renewal with 3 year subscription and support for a period of three years at MFL Head office, Manali, Chennai.	
Estimated Value of Tender (Approx)	₹ 7.0 lakhs
Nature of Bidding	Two Part Bidding : 1 st Part : Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	29/11/2018
Due date & Time of submission (Electronic bid to be submitted in e-Tender website)	19 /12 /2018 on or before 16:00 Hours
Technical Bid Opening Date & Time	20/12 /2018 at 14:00 Hours
Bid Submission	Three Separate on-line bids

(To be uploaded on or before the due date and time)	<ol style="list-style-type: none"> 1. EMD 2. Techno-Commercial bid; and 3. Price Bid <p>To be submitted with price break up details per Price Bid Format (Annexure-5) on or before the date & time meant for submission of bids</p>
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid
Bid Validity	120 days from the date of opening
Price Bid Opening Date	Techno-Commercially Qualified Tenderers only will be intimated
EMD Amount	₹ 14,000/- (Fourteen Thousand only) Original EMD, DD/BG or proof for submission thru RTGS (UTR number) should be furnished in a separate sealed cover superscribed as EMD for TENDER No.ESER/MIS/EMAIL-UTM/191218/003 dated 29/11/2018 and the same should be addressed to the Chief Manager – MIS within three working days from the due date of opening the tender
Security Deposit (SD)	5% of the Order Value in the event of placement of award of Contract
Mode of Payment for EMD or SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or thru RTGS as per Annexure – 12 or by Bank Guarantee (Annexure – 9 for EMD) & Annexure – 11 for SD)
BG Validity	For EMD 165 days from the due date of bid submission. For SD 90 days after the date of completion of contract.
Payment Term	30 days Credit Payment basis only through RTGS on receipt of the bill free from the defect, subject to our acceptance, if any
Period of Warranty / Support	The Product details and Subscription is valid for a period of three years from the date of award of contract.
Time schedule	The work has to be completed in all respects within 30 days from the date of placing a final confirmed Purchase/Work Order.
Bid Evaluation Basis	Techno-Commercially qualified overall L1 basis on normal circumstances
Negotiation	If required
Instructions to Tenderers for applying e-Tender	Annexure - 1
Pre-Qualification Criteria	Annexure - 2
Technical information of Work	Annexure - 3
Techno-Commercial Evaluation	Annexure - 4
Price Bid Break Up Format of AMC Items	Annexure - 5

Information about the Tenderer	Annexure - 6
Tenderer Undertaking	Annexure - 7
EMD Terms and Conditions	Annexure - 8
Format for EMD BG	Annexure - 9
SD Terms and Conditions	Annexure -10
Format SD BG	Annexure -11
MFL's Bank Account Details for submission of SD thru RTGS	Annexure - 12
Format for RTGS	Annexure - 13

**CHIEF MANAGER - MIS
MADRAS FERTILIZERS LTD
MANALI,
CHENNAI 600 068**

ANNEXURE - 1
INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 **Instructions to the Tenderers/Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC)**
- 1.2 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode/eMudhra/safe script.
- 1.3 Bidder then need to login to the site through their user ID/password chosen during registration.
- 1.4 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.7 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.8 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls /.jpeg/.rar formats only.
- 1.9 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.10 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.11 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

- 1.12 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.13 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.14 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.15 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.16 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.17 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.18 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.19 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.20 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.21 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.22 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

- 1.23 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.24 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.25 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.
- 1.26 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.
- 1.27 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

ANNEXURE -2

1. Pre-Qualification Criteria

- The Tenderer should be a company /firm registered in India
- Tenderer shall have a head office at Chennai for smooth coordination and support
- Must have minimum of 5 years' experience in the relevant field with the implementation of the Products like **Cyberoam / Sophos, Zimbra and Vmware** (Certificate of Proof to be produced ie Submit PO's before 01-11-2013 related to Cyberoam / Sophos, Zimbra and Vmware)
- The vendor should have an experience in installation and maintenance of any UTM appliance and Mail Server software in a Large GOVT Organizations **like STATE/CENTRAL/PSU's** (Submit one UTM , Mail server related PO within last 3 years)
- The Tenderer shall indicate his Income Tax PAN Number
- The tenderer should have at least one certified engineer who has experience in UTM discipline (Proof of certificate with employee id to be submitted)
- The Tenderer shall provide a proof of authorized partner of **SOPHOS , VMWARE and ZIMBRA** products

If any of the above documents is not available, MFL may reject the tender and will not be considered for further processing

ANNEXURE-3

Technical information

1. Objective

- Installation of Zimbra E-Mail Software, and Sophos (UTM) Appliance and E-Mail Domain's Subscription and Support in MFL Head Office (HO), Manali, Chennai for a period of three years

2. Place of Work

- Head Office, Manali, Chennai

3. Scope of Work

- Installation of Vmware software in IBM Xeon server and configure hosts
- Installation and Maintenance of Zimbra Mail server with AV & Spam support
- Maintenance of Domain (www.madrasfert.co.in) renewal with 10GB space
- Installation and Maintenance of Sophos UTM appliance XG-310 and import existing **CYBEROAM 200ING's** policies & user accounts into the new UTM with implementation of security hardening facility.
- Training will be provided to MFL employees related to UTM & EMAIL operations

4. Description of Work

- Install Centos 7 Linux OS in IBM Xeon server's VM and install Zimbra Email software with existing domain name as per MFL requirement and migrate old mail box to new server and configure redundant IP addresses in case of primary ISP down
- Renew the existing Email domain (@madrasfert.co.in) and should control over IP address assigned in Email server and UTM device
- The vendor should solve all issues like spam/invalid IP /invalid Domain / blacklisting / whitelisting etc., in Email server
- Configuration of Integrated Antivirus / Anti spam in mail server
- Creating of existing Email 'IDs' in Zimbra server and change MX record to point Zimbra server in DNS panel and private & shared calendar & tasks
- Zimbra Mail server post installation report to be provided
- Mail server and OS security hardening to be done with deployment of SSL certificate
- Configuration of LDAP for user management and verify internal and external flow
- The vendor should solve the TATA ILL issues - **co-ordination with router if necessary**

- Response time should be immediate in case of problem
- In case of emergency, the vendor will support 24X7 either thru remote or onsite
- Acceptance for upgrades / patches / patch sets needs to be sourced, delivered & installed by the vendor in time and clear logs caches etc.,
- **The engineer should visit MFL on site once in 3 months for maintenance during the support period and clear the logs of VM, UTM and Mail servers and submit report**

5. Period of support

The Product details & Subscription is valid for a period of **three years** from the date of award of contract. Either party can terminate the contract by giving **one month** notice in writing. The Installation and Maintenance of VMware, Email software & UTM appliance to be done within 30 days from the award of contract in all respects

6. Other Terms & Conditions

- The tender dully filled in all aspects shall be signed on each page by the tenderer
- Late bid : Tenders received after due date will be rejected
- MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever
- Validity of Quote: 90 days from the date of tender opening
- MFL reserves the right to terminate the contract without notice of termination in case of any failure on the part of the contractor in discharging the services under the contract or in the event of the contractor becoming insolvent or going into liquidation. The decision of MFL in this regard shall be final and binding on the contractor and shall not be called into question
- **The charges includes complete maintenance of the UTM appliance and provide a standby in case of total failure of them at MFL Head Office**
- Evaluation of quotes will be on the basis of rate quoted under Annexure-5 only
- The tenderer will be selected on overall L1 basis only
- Any offer received against our enquiry from sister concern, associate concern, merged company and de-merged company is summarily rejected

7 Subletting and transfer:

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 without reference, in any way to Madras Fertilizers Limited. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

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.

8 Remuneration / Rates:

Evaluation of quotes will be on the basis of Annexure -5 only. **The tenderer will be selected on overall L1 basis only.**

9 SUMMARY TERMINATION

MFL reserves the right to terminate the contract due to any failure / breach of contract on the part of the contractor in discharging the service under the contract, or in the event of his becoming insolvent or going into liquidation without giving any notice. The decision of Madras Fertilizers Limited about the failure / breach of contract on the part of the contractor shall be final and binding of the contractor.

MFL also have, without prejudice to any other rights and remedies, the right in the event of the failure / breach 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. The decision of Madras Fertilizers Limited about the breach/failure on the part of the contractor shall be final and binding on the contractor and shall not be called into question.

Either party can terminate the contract by giving **one month** notice in writing.

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.

10. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the Laws of India for the time being in force and 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.

11. ARBITRATION

Any or all disputes arising 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 the Chairman and Managing Director of MFL or any other officer nominated by him for the purpose who will be the Sole Arbitrator for settlement of such dispute(s) and whose decision shall be final and binding.

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.

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

The cost in connection with arbitration shall be at the discretion of the Arbitrator who may make a suitable provision of the same in the Award.

12 LIQUIDATED DAMAGES

Since time is the essence of the order, liquidated damages @0.5% per very week of delay or part thereof subject to maximum of 5% of the contract value will be levied, if the work should not be completed beyond 30 days.

13 NEGOTIATION

If Required.

14 DECLARATION IN HOLIDAY LIST/ BLACKLISTED / ARBITRATION PROCEEDINGS.

Where the bidder is placed in holiday list / Blacklisted by MFL or by any other Govt. PSUs, even if such bidder participated in the bidding process, their offer will not be considered for evaluation.

Where there is pending arbitration proceedings initiated by MFL against any contractor/ supplier is / are pending disposal, the offer of such contractor / supplier will not be considered for evaluation.

15 PAYMENT TERMS

Payment will be made only thru RTGS on expiry of 30 days (reckoning the credit period) on confirmation of successful installation of all items and error free invoice subject to our acceptance. The tenderer shall neither be entitled to claim interest for the pending bills with MFL nor the delay in payment if any, give any right to tenderer to suspend the work under the contract and **the support charges will be paid in the end of the each quarter for a period of three years.**

ANNEXURE – 4

TECHNICAL – COMMERCIAL EVALUATION SHEET FORMAT

	Description	Yes /No
	<p>The Tenderer should be a company /firm registered in India</p> <p>Tenderer shall have a head office at Chennai for smooth coordination and support</p> <p>Must have minimum of 5 years' experience in the relevant field with the implementation of the Products like Cyberoam / Sophos, Zimbra and Vmware (Certificate of Proof to be produced ie Submit PO's before 01-11-2013 related to Cyberoam / Sophos, Zimbra and Vmware)</p> <p>The vendor should have an experience in installation and maintenance of any UTM appliance and Mail Server software in a Large GOVT Organizations like STATE/CENTRAL/PSU's (Submit one UTM & Mail server related PO within last 3 years)</p> <p>The Tenderer shall indicate his Income Tax PAN Number</p> <p>The tenderer should have at least one certified engineer who has experience in UTM discipline (Proof of certificate with employee id to be submitted)</p> <p>The Tenderer shall provide a proof of authorized partner of SOPHOS , VMWARE and ZIMBRA products</p> <p><u>Acceptance of Technical Information as per Annexure -3 of tender uploaded</u></p> <ul style="list-style-type: none">● Objective● Place of Work● Scope of Work● Description of Work● Period of Contract● Other Terms and Conditions● Subletting and transfer● Remuneration / Rates:● Summary Termination● Laws Governing the Contract● Arbitration● Liquidated Damages	

TECHNICAL EVALUATION REPORT:

Description	Yes / No
WHETHER TECHNICALLY QUALIFIED	

COMMERCIAL EVALUATION SHEET

SNoc	Description	Yes / No
1	The quoted Price will be exclusive of all applicable taxes	
2	The vendor should provide Bank RTGS details	
3	<p>Payment will be made only thru RTGS on expiry of 30 days (reckoning the credit period) on confirmation of successful installation of all items and error free invoice subject to our acceptance.</p> <p>The tenderer shall neither be entitled to claim interest for the pending bills with MFL nor the delay in payment if any, give any right to tenderer to suspend the work under the contract and the support charges will be paid in the end of the each quarter.</p>	
4	Security Deposit (SD) – 5% of the contract value	
5	Income Tax PAN Number	
6	Liquidated Damages Clause as per MFL Tender Point 12	
7	Service Tax Registration proof to be attached	

COMMERCIAL EVALUATION REPORT:

Description	Yes / No
WHETHER COMMERCIALY QUALIFIED	

ANNEXURE -5

Price Bid Break-up Format for Product Details

Sno	Product Description	Price(₹)
1	Zimbra Mail Server Installation and Maintenance charges for 3 years with SSL certificate	
2	Domain renewal with 10Gb space (it will act as a backup MX record) for 3 years	
3	SOPHOS XG-310 (SKU XG31TGIN) with Full Guard (SKU XF313CSEA) 3 year support & subscription	
4	VMware Vsphere 6 Essential kit (Part no: VS6-ESSL-KIT-C) for 3 hosts with 3 year subscription (Part no: VS6-ESSL-3SUB-C)	
5	Support charges for all the above items will paid at the end each quarter (12 Qtrs) *	
6	Total charges are exclusive of all applicable taxes	

* Support charges will be paid end of each quarter in 3 years.

Engineer will visit MFL on site and do the maintenance activity and submit report (ie. Minimum 4 visit per year)

ANNEXURE – 6

INFORMATION ABOUT THE TENDERER AND UNDERTAKING

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

16	Have you / your Firm filed any case against MFL	
17	DD No., Date, Name of the Bank and amount towards EMD	

Note: Copies of documents are required to be attached for Sl.No.5 to 14.

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

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

Place: **Signature of the Tenderer**

Date : **(Name & Office seal)**

SELF DECLARATION

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

Place : **Signature of the Tenderer**

Date : **(Name & Office seal)**

ANNEXURE - 7

TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms and 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 and conditions etc
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer
- Accepts the SD, LD & Penalty clauses 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

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :

ANNEXURE – 8

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of ₹14,000/- by way of demand draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the MFL approved format (**Annexure-9**) valid for **165 days** from the due date of bid submission including 45 days claim period or thru RTGS as per details provided in (**Annexure – 12**).
2. The independent confirmation of BG by issuing Bank shall be sent directly to the Chief Manager - MIS, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription of the tender number on the cover as “**EMD for - TENDER No: ESER/MIS/EMAIL-UTM/191218/003 dated 29/11/2018**”
3. The tenderer is not entitled for any interest on the Earnest Money Deposit and not for any right of award of contract
4. **Tenders not accompanied by EMD shall summarily be rejected**
5. After submission of 5% of the contract value as security deposit by way of DD/BG or through RTGS by the successful tenderer, EMD submitted by way of BG will be returned to them. EMD will be refunded to the successful tenderer only after receipt of Security Deposit.
6. The EMD amount shall be forfeited without prejudice to any other claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof or fails to enter into agreement and take up the work within 21 days from the date of award of the contract
7. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
8. **Return of EMD:** The EMD shall be returned to unsuccessful tenderers after finalization of tender. The EMD refund (if paid thru DD) shall be made to unsuccessful bidders thru E-payment. Hence, Bank Details as per attached format (**Annexure –12**) to be furnished with Banker’s Certificate. In the case of BG, it will be returned to unsuccessful tenderers after finalization of the contract
9. The details of the Earnest Money Deposit document should be submitted physically to the Department within three working days from the due date of opening the tender and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the tender will be summarily rejected.

ANNEXURE - 9

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To
Madras Fertilizers Limited

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated for the supply of
..... (hereinafter called the "tender") against the purchaser's tender enquiry
No..... KNOW ALL MEN by these presents that WE of
..... having our registered office atare bound unto MFL (hereinafter called the
"Purchaser")in the sum of..... for which payment will and truly to be made to the said
Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common
Seal of the said Bank this day of 20

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and beyond 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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

ANNEXURE - 10

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

The successful tenderer shall pay 5% of the total contract value towards SD by Demand Draft or Bank Guarantee in the approved format (Annexure-11) valid upto one year and a grace period of ninety days beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per (Annexure-12), within 21 days from the date of intimation of his selection or before commencement of contract whichever is earlier. Independent confirmation of BG by the issuing Bank shall be sent directly to the Chief Manager – MIS , Madras Fertilizers Ltd, Manali, Chennai - 600 068. The Bank Guarantee furnished towards the EMD amount is not adjustable towards security deposit and it will be returned to the contractor on furnishing security deposit payable by the tenderer, by way of DD or BG. This should be submitted within 21 days from the date of intimation of his selection. If the EMD is in the form of DD then the SD amount will be adjusted against value of EMD and the balance will be payable by way of DD by the tenderer

No interest shall be paid on the security deposit. Failure to pay the security deposit within 21 days from the date of award of contract or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The EMD amount shall be forfeited and the tenderer shall be liable to compensate MFL for any losses incurred by MFL

The security deposit shall be refunded after 90 days from the date of completion of the contract or suffered by MFL due to breach or failure on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question

Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount

In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debit

ANNEXURE - 11

FORMAT FOR SD BG

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To
Madras Fertilizers Limited

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Scheduled / Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the

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

.....
Name and designation of the officer

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

ANNEXURE - 12

MFL'S BANK ACCOUNT DETAILS FOR SUBMISSION OF SD THRU RTGS

1076

MANDATE FORM

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

A. Details of Accounts Holders :-

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

B. Bank Accounts Details :-

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

Date of effect :-

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

Date : 11-09-2015

V. Muralidharan
Authorised Signatory

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

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

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

(Bank's Stamp)

Date : 11-09-2015


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

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



भारतीय स्टेट बैंक
State Bank Of India

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

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

D	D	M	M	Y	Y	Y	Y

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें



अ. सं.
A/c No. **10242276424**

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD



Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

⑈ 483119 ⑈ 600002011 ⑈ 000205 ⑈ 30

SECURITY PRINTERS PVT. LTD. CHENNAI / CTS - 2019

ANNEXURE - 13

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 PERSONS'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 Authorised Signatory:

Date: _____ Name:

SEAL: _____ Designation: (To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds
IFSC- Indian Financial System Code