

Tender No.P&A(T)/2004  
Form A

The General Manager (P&A)  
Madras Fertilizers Limited  
Chennai 600 068

Dear Sir,

- 1.0 I/we submit the tender No.P&A(T)2004 Form A - Qualification Bid and Form B - Rate Bid in separate sealed covers and both sealed in a single envelope for consideration for appointment as contractor for transportation of personnel by cars from City to MFL Plant at Manali and vice versa and out side city round the clock on need basis.
- 2.0 I/we have thoroughly examined and understood the instructions, terms and conditions besides duties and responsibilities detailed in the tender and the tender notice and agree to abide by them.
- 3.0 I/we, if qualified by MFL, agree to work at the rates quoted by me / us in the Tender Form B or at such rates negotiated or finalized between us. I/we understand that MFL may appoint one or more contractors at same or different rates and the same is acceptable to me /us.
- 4.0 I/we hereby declare that all details given in the tender are true and correct.
- 5.0 The following documents are attached to the tender
  - 5.1 Information about the tenderer. (Appendix-I)
  - 5.2 Income Tax Return (Latest 3 Years)
  - 5.3 Constitution of the Tenderer.
    - 1) Registered Power of Attorney (Original/attested)
    - 2) Registered partnership deed applicable as on ..... 2004 and subsequent revisions if any in the case of Partnership firm or Memorandum and Articles of Association (Original/attested) in the case of Limited Company.
    - 3) Assessment Order latest available, if any showing the Assessee's Status in the case of Hindu undivided family.
  - 5.4 Attested copies of Registration Certificate Book with valid FC for the cars owned.
  - 5.5 Crossed A/C payee DD No..... dated ..... on ..... Bank for Rs.30,000/- (Rupees thirty thousand only) payable at Chennai towards EMD for cars.

## 5.6 Copy of partnership deed, if any

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MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI 600 068

Cost: Rs 500/-  
(Rupees five hundred only)

For appointment of Tourist car operators for transporting employees from City to MFL Plant and vice versa and out side city round the clock on need basis.

#### INVITATION TO TENDER

For and on behalf of Madras Fertilizers Limited (MFL), the General Manager (P&A), MFL, Manali, Chennai 600 068 invites sealed tenders from experienced tourist car operators for appointment as contractors for transporting employees from City to MFL Plant, Manali and vice versa for a period of two years from the date of commencement of contract subject to renewal on the expiry of the period on the same terms and conditions.

- 1.0 The Tender Form A & B filled in all respects and signed on each page shall be submitted to MFL in separate sealed envelope superscribed "Tender No.P&A(T)/2004 Form" (A or B as applicable).
- 2.0 Closing time and date for receipt of tenders
- 2.1 Tender Form A to be opened at 2.00 p.m. on October 21, 2004 in the Office of the General Manager (P&A), MFL, Manali, Chennai 600 068 in the presence of the Tenderers or their authorized representatives who are present.
- 2.2 Tender Form B will be opened for those qualified under 2.1 above on a day specified later.

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## B. General instructions to Tenderers

### 1.0 DESCRIPTION OF WORK

1.1 The Contractor should transport MFL employees and their other authorized persons from City to MFL Plant, Manali and vice versa and out side the city by cars on need basis round-the-clock as per the requirement of MFL.

### 2.0 EARNEST MONEY DEPOSIT

2.1 Each Tender shall be submitted along with a deposit of Rs.30,000/- (Rupees thirty thousand only) for cars towards EMD by crossed Demand Draft drawn in favour of Madras Fertilizers Limited. Tenders not accompanied with EMD will be rejected.

2.2 The tenderer is neither entitled to any interest on EMD nor any right for award of the contract.

2.3 The EMD amount will be forfeited if the tenderer/s after submitting tender, resile from his offer or modifies the terms and conditions thereof or fails to enter into an agreement to take up the work within one week of awarding the contract.

2.4 The EMD shall be returned to all unsuccessful tenderers as soon as practicable after the decision on tenders and for the successful tenderer EMD shall be adjusted towards the required security deposit.

### 3.0 SECURITY DEPOSIT:

Security Deposit will be collected @ 5% of the value of the contract awarded from the successful tenderer and it will not earn any interest.

### 4.0 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, composition, their main business, experience, cars owned in the Appendix I attached to Form A.

## 5.0 SIGNING OF TENDER DOCUMENTS

- 5.1 The tender duly filled in all respects shall be signed on each page by the tenderer(s).
- 5.2 The tender and all connected documents shall be signed by all Partners / Directors of the tenderer or any such person who has the full authority to bind all the Partners / Directors of the tenderer.
- 5.3 Person or persons signing the tender shall state in what capacity he is or they are signing the Tender, Example as a sole proprietor / a Partner of a firm or as Secretary / Manager / Director etc. of a Limited Company.
- 5.4 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.
- 5.5 In the case of a Limited Company, the names of all the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of such Limited Company. A copy of the Memorandum and Articles of Association of such Limited Company shall be attached to the Tender.
- 5.6 In the case of Hindu undivided family, the names of the Family members should be disclosed and the karta who can bind the firm should sign the tender and indicate his status below his signature.
- 5.7 The person signing the tender form or any document forming part of the tender on behalf of another person or on behalf of a firm shall produce a proper and Registered power of Attorney duly executed in his favour stating that he has authority to bind such other persons or the firm as the case may be in all matters pertaining to the contract including the Arbitration Clause.

## 6.0 DOCUMENTS TO BE ATTACHED TO TENDER FORM-A

- 6.1 Income Tax Return for the previous 3 Assessment years from the Income Tax Department separately in respect of Tenderer's individual Partnership / Directors.

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- 6.2 Attested copies of Partnership Deed and Power of Attorney or Memorandum and Articles of Association (original shall be submitted when required by MFL).
- 6.3 Attested copies of FCs and RC Books for each of the own cars offered for MFL work. (Original RC Books/FCs shall be produced within ten days of advice to the Tenderer).
- 6.4 Documentary proof for experience for three years.
- 6.5 Letter of Authority to sign the Tender and related documents.

## 7.0 SUBMISSION OF TENDER

- 7.1 The Tender Forms shall be filled in by the Tenderer neatly, completely and accurately. Any alteration, erasure or overwriting shall be neatly carried out and duly attested by the full Signature of Tenderer.
- 7.2 The Tenderer should submit the tender document duly filled in / completed and signed on each page of Form A and Form B with Appendix. Tenders not accompanied by the schedules / Annexures in tact, duly filled in and signed shall be liable for rejection.
- 7.3 The Tenderer shall quote their rates in Form B against the items of work given therein.
- 7.4 The Tender Forms A & B separately sealed shall be placed in another sealed envelope addressed to the General Manager (P&A), MFL, Manali, Chennai 600 068 and sent either by Registered Post or deposited in the Tender Box at the Time Office, MFL, Manali, for this purpose.

## 8.0 OPENING &amp; ACCEPTANCE OF TENDERS AND AWARD OF CONTRACT

- 8.1 The Tender Form A shall be opened on the date, time and place specified under "Invitation to Tender" Clause 2.1 & 2.2 in the presence of Tenderer(s) or their authorised representative(s).
- 8.2 Tenders not conforming to any condition / instruction stipulated in the Tender Notice or any part of the Tender are liable to be rejected at the sole discretion of MFL and EMD will be returned.

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- 8.3 The Tender Form B will be opened in respect of only those tenderers qualified by MFL based on evaluation of Tender Form A on a specified day later.
- 8.4 MFL reserves the right to accept or reject any or all the tenders or any part thereof at any stage of processing without assigning any reason. MFL is also not bound to accept the lowest or any other tender and reserves the right to negotiate the rates with any or all the tenderers.
- 8.5 The Tenderers should be prepared to come to MFL, Manali, Chennai 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 8.6 The successful Tenderer shall enter into an agreement with MFL, within one week from the date of award of contract on a stamped paper of appropriate value, incorporating the terms and conditions of the contract, failing which the Tenderer shall forfeit the EMD as specified under Clause 2.3 above and shall also be liable to compensate MFL for any losses incurred.

## Appendix-I

**INFORMATION ABOUT THE TENDERER**

1.0 Name and Address of the Tenderer :

Year of Establishment :

Status of the firm :  
(Proprietary/Partnership/Regd. Co.)

2.0

Address	Telephone No.	Office Fax No.	Persons to be contacted on 24 Hrs basis
Registered Office			
			Name: Phone: Mobile:
Office at Chennai			
			Name: Phone: Mobile:
Branches (if any)			
			Name: Phone: Mobile:

3.0 Name and person authorized to sign the tender and related documents.

3.1 Name and Designation of the Person with whom Company may Correspond:

4.0 Date of Registration (Attach copy of Registration Certificate):

4.1 Service Tax Registration No.:

5.0 Composition of Tenderer: Proprietorship  
Partnership  
Limited Company

6.0 Name & Address of Partners / Directors / Proprietor as the case may be:

1

2

3

4

5

6

7.0 Nature of Normal Business of the Tenderer

7.1 Other activities associated with the line of operation:

8.0 Experience of transporting employees for any organization for three years (Attach certificates from organizations served)

Organisation	No. of cars supplied	Period

9.0 No of Ambassador Cars owned and the Registration No:

Registration No	Year of manufacture	All India Permit or State Permit	Diesel	Name of the Owner

9.1 Capacity to supply the no. of Cars: Minimum Nos:  
Maximum Nos:

10.0 If there is any case filed by the contractor against any other company or any company filed any case against the contractor, a self-declaration is to be given, by the contractor.

11.0 Name of the Bank and the Branches with which Tenderer has dealings

12.0 No. of persons employed:

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

Place:

Signature of the Tenderer  
(Capacity in which signing)

Date :

Office seal:

1. The cars should be not less than 5 persons carrying capacity.
2. The cars should have valid Permit/Fitness Certificate

MADRAS FERTILIZERS LIMITED  
MANALI - CHENNAI 600 068

PH.: 25941001 / 25941201

FAX : 25941010

TENDER FORM CUM INFORMATION BOOKLET FOR HIRING OF  
TOURIST CARS

I INFORMATION

For transporting MFL personnel and others, MFL needs

- a) Ambassador Cars in excellent working condition together with driver on a regular round-the clock basis.

Government approved tourist car operators owning a minimum of Three Ambassador Cars of 2002 or later models may send their quotations.

Tenders in the prescribed form as per attachment in a sealed cover, marked "PERSONNEL TRANSPORTATION - TENDER FOR CARS", should reach:

The General Manager (P&A)  
Madras Fertilizers Ltd  
Manali, Chennai 600 068

On or before October 21, 2004 at 9.30 a.m. accompanied by crossed Demand Draft in favour of "Madras Fertilizers Limited" for Rs.30,000/- (Rupees thirty thousand only) on any Nationalized Bank payable at Chennai, as Earnest Money Deposit (EMD). Tenders not accompanied by Earnest Money Deposit (EMD) shall be rejected.

MFL reserves the right not to issue Tender Forms to any party and accept or reject any or all tenders without assigning any reason whatsoever and has no obligation to accept the lowest tender. MFL will have the absolute right to appoint one or more Contractor/s at identical or different rates. No claim shall lie against MFL on this account.

II GENERAL TERMS AND CONDITIONS COVERING THE  
PROPOSED CONTRACT.

- 1) The Tenderer should have a minimum of three Ambassador Cars of 2002 or later models, in excellent running condition, registered in his own name or firm's name or in the name of partners or in the name of the Company if it is Limited Company. Proof of ownership of the vehicles to be submitted with the tender.
- 2) The Contract will be initially for a period of two years. The Contract will be liable for renewal for a period of one year on the same terms and conditions.

- 3) Both the parties have the right to terminate the contract, at their discretion, without assigning any reason therefor by giving one month's notice to the other.
- 4) The Contractor must have experience in supplying cars to reputed companies for personnel transport for 3 years.
- 5) The company reserves the right to appoint one or more Contractors for this job and also the right to reject any or all quotations without assigning any reason thereof..
- 6) The Company will require the service of the cars on 5 Hrs, 12 Hrs and round the clock basis. The Company at times may require additional cars on need basis (casual booking).
- 7) The contractor should have an office with a telephone in Chennai City with responsible staff to be available to serve the Company's needs round-the clock.
- 8) Efficient service is required of the Contractor at all times. Defective vehicle, if any, noticed by the Company and pointed out to the Contractor should be immediately replaced. In case of mid-way breakdown of cars and not reporting to assigned places in time, the Company reserves its right to make use of alternative mode of transportation and the charges incurred for alternate arrangement will be fully reimbursed to the Company by the Contractor. In addition, the Company can impose a penalty of Rs.500/- (Rupees five hundred only) for each occurrence.
- 9) The contractor will be responsible for providing experienced/qualified drivers.
- 10) The Contractor will be responsible for payment of wages, daily batta and all other statutory dues including PF, Bonus, Gratuity etc to their drivers and the Company will not have any responsibility in any dispute between the Contractor and their drivers on this account.

The Contractor will be responsible for compliance of statutory obligations with respect to register maintenance and returns etc. in respect of payment of PF, ESI and Bonus for the wages actually disbursed to their drivers. Production of documentary evidence in proof of remittance of statutory dues payment of PF / ESI contribution by the Contractor in respect of previous month should be submitted with the bills for the current month for verification purpose.

- 11) The Contractor has to provide Comprehensive Insurance Coverage to their drivers other than statutory dues mentioned in Clause 8.

- 12) The Contractor's drivers shall strictly adhere to the rules and regulations prescribed by the State Transport / Traffic Control Authorities while discharging their duties.
- 13) The drivers must present themselves in a clean and decent dress.
- 14) The drivers should be well behaved and have adequate knowledge of Tamil and English to speak, read and write. Such drivers who in the opinion of the Company are not up to the mark should be replaced by the Contractor immediately.
- 15) The drivers should maintain log sheets as prescribed by the Company. All log sheets should be written by pen and should be submitted to the Company on the very next day of use of the car.
- 16) The drivers will have to comply with the Company's safety regulations when they are in Company's premises.
- 17) The successful Contractor will be required to execute an agreement within one week of award of contract incorporating the terms and conditions of the contract and guaranteeing fulfillment of the same failing which the EMD will stand forfeited.
- 18) In the event of an accident to the car(s) provided by the contractor, all responsibilities shall rest with the Contractor and the Company will have no obligation whatsoever in that respect. In the event of an accident injury, disablement or death of Company's personnel or any other person authorised to travel in the car, the Company reserves the right to claim compensation.
- 19) The Company reserves the right to engage or discontinue the services of any number of cars at its sole discretion and the Contractor shall provide the same, at short notice.
- 20) The Contractor should submit his bills on or before 5th of every month for the services of previous calendar month and the Company would endeavour to settle such bills within ten working days from the date of submission provided the bills are in order.
- 21) The vehicles which are engaged on round the clock basis will be placed at the disposal of the Company. Calculation of kilometers run and time shall be on "shed-to shed" basis. The closing and opening reading of kilometer will remain the same. The difference in closing and opening kilometer reading would attract penal charges as decided by the Management.

- 22) All the cars provided by the Contractor to the Company under this contract shall be covered by appropriate tourist permits issued by Government of Tamil Nadu. The Company shall be at liberty to use any or all the cars provided by the contractor throughout Tamil Nadu State and also to outside Tamil Nadu for travel when necessary.
- 23) The rates and charges agreed to by the contractor will be valid for two years from the date of commencement of the contract.
- 24) The rates are liable for escalation/de-escalation based on the increase/decrease of fuel price as per the formula furnished below:

Formula for escalation / de-escalation of Rates

Diesel: Basis mileage 12 km per one litre of diesel.

The rate of diesel prevailing on the date of submission of quotation will be reckoned as basis for finalizing the rate.

Any increase in diesel rate beyond 10% will be compensated to the Contractor at 8 Paise per kilometer for every Re.1/- increase in rate. Similarly, any decrease beyond 10% will be deducted at 8 Paise per kilometer for every Re.1/- decrease in diesel price.

- 25) Cars made available to the Company on 24 hour basis shall not be used by the Contractor for any other purpose even during idle time of the vehicle. In other words when not in use for MFL these cars shall still be available on call. However, if the Company comes to know that these cars are used for non-MFL purpose, Rs.300/- (Rupees three hundred only) will be levied as penalty for each occurrence.
- 26) Drivers should be given sufficient rest and weekly off so that drivers are not over strained resulting in inefficient service.
- 27) The Contractor should be in a position to take up the work immediately on award of Contract.
- 28) The Contractor is required to submit his rates in the attached Form B.

- 29) 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 General Manager (P&A), who will be the Sole Arbitrator for settlement of such dispute(s) and whose decision shall be final and binding.

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.

- 30) Notwithstanding anything contained in any of the aforesaid Clauses, MFL reserves its right to summarily terminate the services of any Contractor for persistent defaults or failures to perform the services satisfactorily.

Date: 07.10.2004

General Manager (P&A)  
Madras Fertilizers Limited  
Manali, Chennai 600 068