

**MADRAS FERTILIZERS LIMITED**  
**(A GOVT. OF INDIA UNDERTAKING)**  
**MANALI, CHENNAI 600 068**  
**TELEPHONE: 044 -25945318 / 25945311 / 25941261**  
**E-MAIL: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [dgmmmsec@madrasfert.co.in](mailto:dgmmmsec@madrasfert.co.in)**

**NOTICE INVITING TENDER FOR**  
**PROCUREMENT OF CONCRETE RAILWAY SLEEPERS**  
**E-TENDER NO :EPRO/MM/RAILWAY SLEEPERS/230818/057 DATED**  
**03/08/2018**  
**SUMMARY**

Online bids are invited from Manufacturers / Suppliers / Dealers for **SUPPLY OF CONCRETE RAILWAY SLEEPERS FOR RAILWAY TRACK** Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.nic.in](http://www.madrasfert.nic.in) ["Tenders" – "e-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:

**E-Procurement Cell:** E-Mails: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [eprol@madrasfert.co.in](mailto:eprol@madrasfert.co.in)

**Phone Nos.:** 044-25945318 / 25945311/ 2594 1261 Mr A M Sridhar

**User Contact details:** [purchase2@madrasfert.co.in](mailto:purchase2@madrasfert.co.in)

<b>E-TENDER NO. &amp; DATE : EPRO/MM/RAILWAYSLEEPERS/230818/057 DT. 03/08/2018</b>	
<b>Description and Qty : For Full Specifications - Refer Annexure:2</b>	
Nature of Bidding	Two Part Bidding : 1st Part: Techno-Commercial Bid 2nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	<b>03/08/2018</b>
Due date & Time for submission	<b>23/08/2018 @ 16.00 Hrs</b>
Technical Bid Opening Date & Time	<b>24/08/2018 @ 14.00 Hrs</b>
Bid Submission : <b>On-Line Bids</b> (To be uploaded on or before the due date and Time)	Three Separate On-Line Bids  (1) EMD (2) Techno-Commercial Bid and (3) Price Bid To be uploaded with price break up details as per <b>Annexure-5</b> on or before the date & time meant for submission of bids.

Procedure for Decrypting of Online Bids	Bids will be opened in seriatim viz., EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	90 Days from date of Opening of Techno – Commercial bid
Price Bid Opening	Techno-Commercially qualified Tenderers only will be intimated
<p><b><u>EMD Amount : Rs.79,300/-(Rupees Seventy nine Thousand three hundred only)</u></b></p> <p><b>NSIC/DGS&amp;D/MSME: Bidders with NSIC/DGS&amp;D/MSME valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid. In the absence of such certificate, their bids will not be considered for exemption of EMD (Ref. Annexure-6).</b></p> <p>Tenderers who are submitting EMD payment in the form of DD / BG or thru RTGS should upload the scanned copy of the same on or before the Closing Date and Time of the Tender. Original EMD by way of DD / BG (<b>Annexure-10</b>) should be submitted in a Separate Sealed Cover super scribed as EMD for E-Tender No.</p> <p>and the same should be sent to:</p> <p>The DGM- MM, Madras Fertilizers Ltd., Manali, Chennai 600 068 on <b>or before 27/08/2018.</b></p>	
EMD BG Validity	135 Days from the Tender Opening Date.
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.(Annexure -7 )
Mode of Payment of SD/EMD	By Demand Draft / RTGS in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee <b>(Annexure-10,11&amp;12)</b>
Payment Term	30 Days Credit Payment only from the date of receipt of Material, subject to acceptance thru' RTGS.
Delivery Period	3 Months from the date of LOI / Purchase order
Bid Evaluation Basis	Refer Annexure 8. Sl.no. 7 of NIT
Scope / Description Of Work – Technical Specification Details	<b>Refer Annexure-2</b>
LD (Liquidated Damages) Clause	Refer Annexure 8 Sl.no. 21 of NIT
Reverse Auction/ Negotiation	Refer Annexure 8 Sl.no. 22 of NIT

**DGM-MATERIALS MANAGEMENT  
MADRAS FERTILIZERS LIMITED, MANALI,  
CHENNAI – 600 068**

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## **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).**
  - 1.1.1 Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (on-line 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 authorized Certifying Authorities such as nCode / eMudhra / safe script.
  - 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
  - 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
  - 1.1.4 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.
  - 1.1.5 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.
  - 1.1.6 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.
  - 1.1.7 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.
  - 1.1.8 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.
  - 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms and Conditions (STC). GTC and STC can be accessed thru' Company's website.
  - 1.1.10 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.
  - 1.1.11 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.

- 1.1.12 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.
- 1.1.13 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.
- 1.1.14 The tendering system will give a successful bid up-dation 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.
- 1.1.15 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.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, ie., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 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.
- 1.1.18 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.
- 1.1.19 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.
- 1.1.20 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.
- 1.1.21 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.
- 1.1.22 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).
- 1.1.23 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.
- 1.1.24 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.
- 1.1.25 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.

1.1.26 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

### SCOPE / DESCRIPTION OF WORK – TECHNICAL SPECIFICATION DETAILS

#### PROCUREMENT OF CONCRETE RAILWAY SLEEPERS FOR RAILWAY TRACK

E-TENDER NO :EPRO/MM/RAILWAY SLEEPERS/230818/057 DT

03/08/18

#### **DESCRIPTION, QUANTITY IN NOS. AND ARTICLE CODE**

SL.NO.	ITEM DESCRIPTION	QUANTITY (NOS.)	ARTICLE CODE
1	SLEEPER FOR RAILWAY TRACK – PRE-STRESSED  CONCRETE, CLASS-1 FOR 60 KG RAILS.	1000	17-4-00098

**“OFFERS SHOULD BE SUBMITTED AS PER TECHNO-COMMERCIAL  
BID FORMAT (ANNEXURE-4) AND PRICE BID FORMAT (ANNEXURE-5)”.**

**SIGNED COPY OF THE SPECIFICATION DETAILS & DULY FILLED  
TECHNO-COMMERCIAL BID TO BE UPLOADED AS ATTACHMENT  
WITH THE ON-LINE SUBMISSION BIDS.**



## **ANNEXURE -3**

### **PRE-QUALIFICATION CRITERIA**

#### **1.0 Qualification Criteria:**

- a) The tenderer shall have experience in supply of Concrete Railway sleepers to any Industry or Indian Railways and the supplied quantity should be more than or equal to 1000 nos. during the past 7 years.
- b) Tenderer whose average annual financial turnover is more than or equal to Rs.12,00,000/- in the financial years 2014-2015, 2015-16 & 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2014-15, 2015-16 & 2016-17).

#### **2.0 Documents required:**

- a) Copies of Contract Award letter / Purchase Order from any organization to prove experience in the supply of concrete railway sleeper as detailed above.
  - b) Audited statement of accounts for last three financial years i.e.2014-15, 2015-16 & 2016-17.
- Tenders will be rejected for non-submission of any one of the relevant valid documents
  - If the tenderer is under Holiday list / De-list or having any litigation with MFL, they need not apply.
  - Also, if the tenderer is under Black list in any State / Central Government and other PSUs, they need not apply.



ANNEXURE: 4

**TECHNO-COMMERCIAL BID FORMAT**

**PROCUREMENT OF CONCRETE RAILWAY SLEEPERS FOR RAILWAY TRACK**  
**E-TENDER NO: EPRO/MM/RAILWAYSLEEPERS/230818/057 DT 03/08/18**

Your offer Ref \_\_\_\_\_ Dated \_\_\_\_\_

Name of the Tenderer	
Address	
E-Mail ID	
Phone Nos :	
Detailed Technical Specification offered :	
Make / Manufacturer	Indian Make only
Mfr's & Material Test Certificates Should be submitted along with supply	Yes
<b>COMMERCIAL TERMS</b>	
Payment Term	30 Days Credit Payment from the date of receipt of Material, subject to acceptance thru' RTGS.
Delivery Period	3 Months from the date of LOI / PO
Delivery Term	Free Delivery at MFL Stores / Site
Delivery Place	MFL Stores, Manali.
Offer Validity	90 Days from the date of bid opening
Packing & Forwarding Charges	To Vendor's Account only
Freight & Transit Insurance Charges	To Vendor's Account only
EMD Details (Rs.79,300/-) (RTGS / DD / BG)	
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for LD Clause as per <b>Annexure-8</b>	Yes
Acceptance to all other Tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

**ANNEXURE : 5****PRICE BID FORMAT****PROCUREMENT OF CONCRETE RAILWAY SLEEPERS FOR RAILWAY TRACK****E-TENDER NO : EPRO/MM/RAILWAYSLEEPERS/230818/057 DT 03/08/18****Your Offer Ref****Dated**

Sl Nos	Description	Article Codes	Qty (Nos.)	Basic Rate per no.in Rs.in words & figures
1	Sleeper For Railway Track- Pre Stressed. Concrete, Class-1 For 60 Kg Rails.	17-4-00098	1000	<b>DO NOT</b>
2	GST in %			<b>QUOTE</b>
3	GST in Rupees.			<b>PRICE</b>
4	Landed Rate per no.(Sl. Nos. 1+3)			<b>IN THIS</b>
5	Landed Value for 1000nos. (Sl. No. 4 x Qty )			<b>FORMAT</b>

**NOTE:** A separate price bid in excel format is attached. Bidders should quote the prices & statutory levies only in that format.

Bidders should ensure that prices should not be indicated anywhere in the un-priced part.

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

## ANNEXURE - 6

### EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- The tenderer shall submit the Earnest Money Deposit of **Rs.79,300/-(Rupees Seventynine Thousand three hundred only)** by way of Demand Draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the MFL’s approved format (**Annexure - 10** ) valid for 135 Days from Tender Opening Date or **thru RTGS** per details furnished in (**Annexure - 12**).
- In the case of EMD thru BG, Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-Materials Management, Madras Fertilizers Limited, Manali, Chennai 600 068.
- NSIC / DGS&D / MSMEs registered bidders seeking EMD exemption should enclose valid Certificate of such Registration. They should upload the relevant Certificate copy before the closing date and time of tender.
- EMD shall not carry any interest.
- EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
- Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions of offer, without prejudice to MFL’s rights to initiate other legal action, for loses, if any suffered by MFL, even after forfeiture of EMD.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- Tenderers who are submitting EMD payment in the form of **DD or BG / Details of RTGS** should upload the scanned copy of the same on or before the Closing Date and Time of the Tender. The original EMD DD / BG should be directly sent to **DGM–Materials Management, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear superscription on the cover as **“EMD For E-Tender No. EPRO/MM/RAILWAYSLEEPERS/230818/057Dated 03/08/18”**on or before **27/08/2018**.

**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

- ❖ Successful tenderer irrespective of **NSIC / DGS&D / MSME certificate holders** shall have to make Security Deposit (SD) to the tune of 5% of Contract value within 21 days from the date of LOI / Purchase Order, either by Demand Draft or BG in MFL's approved format (**Annexure - 12**) with a validity of 60 Days beyond the date of completion of the Purchase Order / Delivery period. In the case of SD thru BG, Independent confirmation for having issued the BG by the concerned bankers should be sent directly to DGM-MATERIALS MANAGEMENT, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations/operations as required per tender.
- ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to 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 balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims in the event of breach of contract/failures by the contractor, if any.
- ❖ SD shall not carry any interest.

**SPECIAL TERMS & CONDITIONS**

**1 CONSTITUTION OF THE TENDERER**

After submission of offer by any tenderer and if any contract is awarded to such tenderer based on such offer, from the date of offer and until compliance with all the contractual obligations the tenderer/contractor shall, inform by Registered Post to DGM-Materials, Madras Fertilizers Limited, Manali, Chennai 600068, within 24 hours, any change in the composition of the tenderer/contractor and/or any re-constitution of the tenderer/contractor and/or any happenings like death / resignation of any Partner / Director / Member etc., in the tenderer/contractor organization. On receipt of such information, MFL reserves the right either to consider the offer or reject the same and/or continue or terminate the contract, if any awarded to the tenderer.

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

In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution and/or composition and/or change in the tenderer/contractor's organisation, MFL reserves the right to initiate necessary action as it deems fit, including termination of the contract, withholding payments due to the tenderer/contractor etc..

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

**2 VOLUME**

The quantity indicated in the tender is only tentative and the same is subject to revision.

**3 PRICE & TERMS OF DELIVERY**

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of above material at MFL-Stores/Site, Manali, Chennai – 600 068 including unloading the material at MFL Stores/Site. As the offer is "Free Delivery at MFL Stores / Site", the risk in transit will be tenderer's responsibility.

**4 INSPECTION & TESTING :**

Purchaser shall have the right to inspect and test goods at any time and to reject the goods.

Notwithstanding purchaser's acceptance or right of inspection and or any other terms and conditions provided in the purchase order, supplier warrants that the above materials are as per the MFL Specification. The Purchase Order is issued in reliance on the aforementioned warranty of the supplier.

## **5 REJECTION**

All supplies should conform to specification as stipulated in **Annexure-2**. Tenderer should ensure the quality before supplying the consignment. If the material received is not conforming to our specification, the same shall be liable to be summarily rejected. Tenderer must make necessary arrangements for removing the rejected material immediately and arrange to replace the same with fresh supply conforming to specification on receipt of intimation at their risk and cost. Materials not meeting our specification entire lot will be rejected and supplier shall arrange to take back the materials .l

## **6 DELIVERY PERIOD**

3 Months from the date of LOI / Purchase Order.

## **7 EVALUATION BASIS**

The price bids of tenderers qualified in the techno-commercial bid alone will be considered for price evaluation and arrival of cost and selection will be on Techno-Commercially qualified “R1” basis if Reverse Auction is conducted. Techno-commercially qualified “L1” basis if Reverse Auction is not conducted. **(Please also refer Sl.No.22).**

## **8 UNLOADING**

Tenderer must make arrangements for Unloading the Material at MFL Stores / Site, per instruction of MFL Stores Supervisor / Stores Manager, concerned. If necessary, Vehicle loads of material may be weighed at MFL Weigh Bridge. The weight recorded in MFL weigh bridge is final and binding.

## **9 DELIVERY TERM**

The ordered quantity is to be supplied within Delivery Schedule as per MFL Terms & Conditions. The contractor must make arrangement to safely handover the Material at MFL Stores / Site.

## **10 MEASUREMENT**

The Measurement recorded at MFL Stores is final and is applicable for payment.

## **11 MFL SAFETY RULES & REGULATIONS**

Tenderer should comply with environmental instructions while delivering their material at MFL.

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

## **12 TERMS OF PAYMENT**

- ☞ Payment will be made on **30 Days Credit Payment** from the date of receipt of Material, subject to acceptance thru' RTGS. **Tenderer to quote only for credit payment offering a credit period of 30 Days. Payment becomes due only from the 31<sup>st</sup> day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/ or due to process time and/or force majeure situation.**
- ☞ Offers with payment term such as “payment thru Proforma Invoice” or “payment against documents thru bank” or “payment thru letter of credit” etc., **will be summarily rejected.**
- ☞ Invoices to be forwarded to **JGM – Corporate Accounts, Madras Fertilizers Limited, Manali, Chennai 600 068.** Bills submitted should be duly supported by proof of delivery.
- ☞ Invoices should be clearly marked with MFL Purchase Order No. and date and the tenderer's DC No. and Date.
- ☞ **Payment will be made only thru RTGS,** after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.
- ☞ RTGS Form (**Annexure-13**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

### **13 CANCELLATION OF ORDER**

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

### **14 SUMMARY TERMINATION**

MFL reserves the right to terminate the supply contract due to any failure/breach on the part of the tenderer in discharging the services under the contract, or in the event of vendor becoming insolvent or going into liquidation. The decision of Madras Fertilizers Limited about the breach/failure on the part of the tenderer shall be final and binding on the tenderer.

MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the tenderer of any of the terms and conditions of the Supply, or due to the tenderer's inability to perform as agreed for any reason whatsoever, to terminate the supply contract forthwith and get the supplies at the risk and cost of the tenderer and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL. The decision of Madras Fertilizers Limited about the losses, breach/failure on the part of the tenderer shall be final and binding on the tenderer and shall not be called into question.

## **15 SUBLETTING& TRANSFER**

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

## **16 LAWS GOVERNING THE CONTRACT**

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

## **17 DEFINITION**

The term “Tender” shall mean & include the online bids and other attachments uploaded while submitting the bids online.

“Tenderer” shall mean and include those bidders submitting their offers and/or those successful bidders entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assigns, as the case may be.

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

## **18 FORCE MAJEURE**

The terms and conditions of the orders shall be subject to force majeure. Neither the tenderer/contractor nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

Tenderer/contractor shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the MFL in writing the Tenderer/contractor shall continue to perform the obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **19 ARBITRATION**

Any or all disputes arising out of the contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute (s) shall be referred to a



sole arbitrator, who will be appointed by mutual consent for settlement of such dispute (s) and whose decision shall be final and binding. In the event of failure to appoint such a sole arbitrator, with mutual consent, then the sole arbitrator will be appointed through the high court of judicature at Madras. Subject as aforesaid, the arbitration and conciliation act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

## **20 VARIATION**

MFL will not be bound by any general or printed provisions of tenderer's offer. Only MFL's NIT Format is acceptable.

## **21 LIQUIDATED DAMAGES (LD) Clause:**

In the event of placement of order on the successful tenderer, timely execution of the order per purchase order terms and delivery of the items within the delivery period as stipulated in the purchase order is very important. If the items are not delivered on or before the delivery date specified in the purchase order MFL reserves the right either to reject the material if supplied subsequently, or to receive the material subject to imposition of penalty at the rate of 0.5% of the invoice value for every week of delay or part thereof from the specified date of delivery subject to a maximum of 5% of the purchase order value. PO value includes basic order value + applicable Statutory Levies, and Freight & Transit Insurance charges (if applicable)LD Clause is applicable for the part of the quantity, which is delivered late.

## **22 REVERSE AUCTION AND OR NEGOTIATION**

**Reverse auction:** Applicable where there is more than one techno-commercially qualified bid.

**Negotiation:** Applicable in the following circumstances:

- 1) Where there is only one techno-commercially qualified bid.
- 2) Where there are more than 1 techno-commercially qualified bids & where reverse auction is conducted but no competitive bids in reverse auction, negotiation with L1 vendor.

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or Negotiation, if required or may finalize the tender without Reverse Auction and/or Negotiation. However, the decision, if any to conduct Reverse Auction and/or Negotiation or not will be conveyed to short-listed bidders.

## **23 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.

**24. H1 ELIMINATION:**

- MFL requires minimum of 5 bidders for H1 Elimination.
- After opening the price bids, the H1 bidder/bidders will be eliminated, only if the minimum numbers of eligible bidders for Reverse Auction are 5.

Example Conditions:

**CONDITION -1:**

No. of bidders – 6

H1 bidders – 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence no H1 elimination would be carried out and all the 6 parties would be allowed to participate in the Reverse Auction.

**CONDITION -2:**

No. of bidders – 10

H1 bidders – 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction.

25. Bidders will be educated by our Service Provider before conducting Reverse Auction.



## GENERAL TERMS & CONDITIONS

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 Days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like “delivery period”, etc.
3. In the event of placing the order, the tenderer should strictly adhere to the delivery date and should accept to deliver the ordered items on or before the delivery date as mentioned in the purchase order or as advised by MFL
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer’s offer.
8. Tenderer should clearly indicate the GST % & HSN code, wherever applicable. In case of any change in the GST, the same will be applicable from the effective date of implementation.
9. MFL shall have the right to inspect and test goods at any time and to reject unacceptable goods. The tenderer shall arrange collection of the rejected materials from MFL at his cost.
10. Notwithstanding purchaser’s acceptance or right to inspection and / or any other terms and conditions provided in the purchase order, tenderer warrants that all goods supplied hereunder are free from any defects in design materials and workmanship and that they fully comply with the specifications. Purchase order will be issued in reliance on the aforementioned warranty of the tenderer.
11. Demurrage, other expenses incurred owing to the tenderers not complying with the purchaser’s instruction will be to the tenderer’s account.
12. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
13. Tenderer warrants that the goods described herein, and sale or use of them will not infringe any patent and tenderer covenants that he will defend at his own cost and expense every act which may be brought against the purchaser or against those selling or using the purchaser’s products for any alleged infringement of any patent by reason of the sale or use of such articles and tenderer agrees to pay all costs, damages, liens and profits recoverable in any such action.
14. Eligible NSIC registered Micro, Small & Medium Enterprises (MSMEs) participating in the tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL and may be allowed to supply up to 20% of the Purchase Order value if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non-

MSMEs. and where it is feasible to place order on more than one vendor by splitting the quantity.

15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
16. The measurement recorded at MFL Stores is final and is applicable for payment.

### **TENDERER UNDERTAKING**

#### THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Liquidated Damages Clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s National Informatics Center provided the training to participate in e-tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s National Informatics Center.

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :



**ANNEXURE - 9**

**INFORMATION ABOUT TENDERER**

<b>Sl. No.</b>	<b>Information Required</b>	<b>To be Filled in by Tenderer</b>
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Phone Number,& E-mail ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
4A	In case of change in composition and change of the partner or proprietor, the same should be intimated to MFL in writing, well in advance with required documents. In such case of changes, MFL reserves the right to terminate or to continue the contract	
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	GST Registration No.	
9	Details of Turnover	
10	Details of audited statement of accounts for last three Financial years i.e.2014-2015,2015-2016& 2016-2017	

**ANNEXURE - 10**

**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

Whereas ..... (Herein after 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 at ..... are bound unto Madras Fertilizers Limited (Hereinafter called the “Purchaser”) in the sum of Rupees ..... 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 a 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 it 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 up to and including 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 - 11

### BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt \_\_\_\_\_ (Hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated \_\_\_\_\_, Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between Madras Fertilizers Limited and \_\_\_\_\_ for supply of \_\_\_\_\_ (Hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We \_\_\_\_\_ (Hereinafter referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We \_\_\_\_ (bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We \_\_\_\_\_ (Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_ (date) \_\_\_\_\_.



We shall be discharged from all liability under this guarantee thereafter. We \_\_\_\_\_(bank)\_\_\_\_\_ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, \_\_\_\_\_(bank)\_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the geniuses and authenticity of the Bank Guarantee.

**(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**



**MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI - 600 068**

**MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT**

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/c (Saving-/Current)(SATCA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172251

**CERTIFICATE**

We MFL, having our branch at SBI-CB have verified and certify that the information provided in SL Nos.1 to 7 are correct per our records.

Signature of the authorized  
Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

**V. CHANDRAMOULI**  
CHIEF MANAGER,  
CORPORATE ACCOUNTS & TAXATION,  
MADRAS FERTILIZERS LIMITED,  
MANALI, CHENNAI-600 068.

**PRIYA RANJAN PANDA**  
DEPUTY GENERAL MANAGER-FINANCE  
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI-600 068.



भारतीय स्टेट बैंक  
State Bank of India

(07347)-COMMERCIAL BRANCH CHENNAI  
BOMBAY MUTUAL BUILDING  
232 NSC BOSE ROAD CHENNAI 600001  
IFS Code: SBIN0007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY  
D D M M Y Y Y Y

PAY

रुपये RUPEES

को या उसके आदेश पर OR ORDER

आ. नं. /  
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

अदाकर्ता  
₹

FOR MADRAS FERTILISERS LTD



Prefix :  
0523600002

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

AUTHORISED SIGNATORIES  
Please sign above

⑈ 183189⑈ 5000020⑈ 000205⑈ 30

**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 PERSON'S NAME		DESIGNATION:	
MOBILE NO.			
EMAIL ID			
COMPANY'S PAN NO.			
IMPORT EXPORT CODE			
BANK ACCOUNT NO.			
VENDOR'S BANK NAME			
BANK ADDRESS / PHONE NO.			
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE	
VENDOR'S BANK ACCOUNT NO.		NEFT CODE	
		RTGS CODE	
BANK SWIFT CODE (For Foreign Vendors)		IFSC CODE	
	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 NUMBER	GST.	SSI	OTHERS

We hereby authorize Madras Fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place: \_\_\_\_\_ Signature of Authorized Signatory:

Date: \_\_\_\_\_ Name:

Seal : \_\_\_\_\_ Designation:  
 (To be filled by MFL in case of ordering)

MFL Purchase Order No.	
------------------------	--

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

## **ANNEXURE – 14**

### **BUSINESS RULES FOR REVERSE AUCTION**

#### **1.0 APPLICABILITY**

- 1.1 Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2 All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to MFL in the prescribed format Annexure I.

#### **2.0 ELIGIBILITY**

- 2.1 Only vendors who are technically qualified alone will be eligible for participation in the reverse auction process.

#### **3.0 COMPLIANCE/CONFIRMATION FROM VENDORS**

- 3.1 The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the Tender:
  - 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure I.

#### **4.0 TRAINING**

- 4.1 MFL will facilitate training for participation in Reverse Auction on its own.

#### **5.0 TOTAL COST OF OWNERSHIP (TCO)**

- 5.1 TCO refers to the aggregate amounts payable by MFL for transfer of ownership.

#### **6.0 DATE/TIME FOR TRAINING**

- 6.1 The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- 6.2 MFL shall endeavor to fix such Date/Time at mutual convenience to the vendor/s, and MFL.
- 6.3 No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of MFL might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

#### **7.0 DATE/TIME OF REVERSE AUCTION**

- 7.1 The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 1 working Day prior to such auction Date.
- 7.2 Any force majeure or other condition leading to postponement of auction shall entitle MFL to postponement of auction even after communication, but, MFL shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

## **8.0 CONDUCT OF REVERSE AUCTION**

- 8.1 The Reverse Auction shall be conducted on a specific web portal meant for this purpose (<https://eauction.gov.in/eAuction/app/>) / (<https://eprocure.gov.in/eprocure/app>).
- 8.2 The Reverse Auction may be conducted by MFL itself using the NIC facility.

## **9.0 TRAINING AND AUCTION**

- 9.0.1 MFL is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 9.0.2 Each bidder shall participate in the training at his / their own on prior appointment with MFL but before the date and time mentioned for the auction.
- 9.0.3 Bidders are requested to enroll themselves into the e-auction portal (<https://eauction.gov.in/eAuction/app/>) / (<https://eprocure.gov.in/eprocure/app>) and register their profile and digital key.
- 9.0.4 The credentials so created shall be used to logging into the e-Auction site for participation.
- 9.0.5 Any Queries regarding the enrollment, bidders are advised to contact MFL – e-Procurement Cell (044-25945318 / 25941261) before the date and time mentioned for the auction.
- 9.0.6 All the bids made from the log-in ID will be considered as the bids made by the bidder.
- 9.0.7 Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the Tender at the bid price of TCO.
- 9.0.8 Every successive bid by the bidder / vendor being decrement bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 9.0.9 MFL shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.
- 9.0.10 Bidding in the Last 5<sup>th</sup> minute shall be avoided.

## **10.0 TRANSPARENCY IN BIDS**

10.1 All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

## **11.0 MASKING OF NAMES**

11.1 Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

11.2 After completion of Reverse Auction, the service provider / auctioneer shall submit a report to MFL with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

## **12.0 START PRICE**

12.1 MFL shall determine the start price on its own at appropriate time during or at the conclusion of technical evaluation.

## **13.0 DECREMENTAL BID VALUE**

13.1 The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be fixed by MFL during the start of the Reverse Auction.

13.2 The bid decrement value shall be rounded off to the nearest thousands of rupees.

## **14.0 COPY OF BUSINESS RULES**

14.1 MFL shall up-load copy of the Business rules/ PCF/POST BID DOCUMENT in the auction portal. Only MFL technically qualified bidders for the mentioned tender alone can participate in the auction process.

## **15.0 REVERSE AUCTION PROCESS**

15.1 In order to reduce the time involved in the procurement process, MFL shall be entitled to complete the entire procurement process through a single Reverse Auction.

15.2 MFL shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the MFL.

15.3 The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction using the specified formats provided (Annexure II & III).

## **16.0 CHANGES IN BUSINESS RULES**

16.1 Any change in Business Rules as may become emergent and based on the experience gained shall be made only by MFL.

16.2 Any / all changes made in Business Rules shall be uploaded in the Website immediately.

16.3 If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by MFL.

## **17.0 DON'TS APPLICABLE TO THE BIDDER/VENDOR**

- 17.1 No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, MFL shall disqualify the vendor / bidders concerned from the reverse auction process.
- 17.2 Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of MFL to any other third party without specific permission in writing from MFL.
- 17.3 Neither MFL nor M/s NIC can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (MFL shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

**18.0 ERRORS AND OMISSIONS**

- 18.1 On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of MFL shall be final and binding on all concerned.

\*\*\*\*\*



**ANNEXURE- I**

**PROCESS COMPLIANCE FORM**

(The bidders are required to print this on their company's letter head, sign & stamp before up-loading)

**MFL-BRD Ref No: MFL/RA/2017-18/ <<srl>>**  
<<date>>

Date:

Madras Fertilizers Limited  
(A Govt. of India undertaking)  
Manali, Chennai – 600068

Dear Sir,

Reverse Auction for <<Description of Item/ service>>  
**E – TENDER No: <<Tender Number>>**

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in the MFL business Rule Document (MFL-BRD). We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by MFL in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the MFL-BRD/MFL-BRD from the website of the NIC /MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that NIC/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. NIC/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at NIC directly or indirectly in the process of online bidding. NIC is not responsible for if any disputes or disagreements occur in between buyers & seller (vice versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) can accept or reject any of our bids without assigning any reasons whatsoever.
7. L1 Bidder is requested to submit their POST BID document by reckoning the differential percentage drop (Initial opening price -Reverse Auctioned price) and applying the same UNIFORMLY for all items.

We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

**Bidding will be on Total Cost of ownership (TCO) i.e. LANDED COST**

We confirm, if allotted, we will honor our online bid(s), which is legally binding on us.

Name:

33

Signature:

Company Stamp & Seal

Designation:

**ANNEXURE II**

**POST BID DOCUMENT**

**MFL-BRD Ref No: MFL/RA/2017-18/ <<srlno>>**

Date: <<date>>

**To**

Madras Fertilizers Limited  
(A Govt. of India undertaking)  
Manali, Chennai - 600068

**Sub: Final price quoted during online reverse auction conducted on <<date>> and price break up-of**

**<<Description of Goods/ Services>>**

*E – TENDER No:<<Tender Number>*

*(This sheet should be printed on the Letter head of the bidder duly stamped and signed by the authorized signatories for should be sent to the service provider within 24 hrs. from the completion of auction.)*

Dear Sir,

We confirm that we have quoted as final cost of \_\_\_\_\_ (Price quoted on Total Landed cost Per NIT) as our final landed price during the Reverse Auction conducted today & Please find below the breakup for the same.

**ANNEXURE III**

**POST BID BREAK UP**

***Bidder(s) who win are hereby advised to give detailed breakup of the final prices in the price bid format provided in the EXCEL sheet and should reach MFL within 24 hours of the completion of Auction.***

***Price bid should be printed in separate A4 sheet, duly stamped and signed by the authorized signatory of the company.***