

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
TELEPHONE: 044 - 25945318 / 25945315

NOTICE INVITING TENDER FOR
PROCUREMENT OF HYDROCHLORIC ACID – 600 MT

E-TENDER No.EPRO/MM/HCL-600 MT/280324/021 DT.28.02.2024

SUMMARY

Online bids are invited from Manufacturers/authorized suppliers for supply of **Hydrochloric Acid**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.co.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: epro@madrasfert.co.in/eprol@madrasfert.co.in

Phone: 044-25945318 / 25945315 / 25945314

User Contact detail: purchase9@madrasfert.co.in, dgmprodn@madrasfert.co.in

Description / Qty	Hydrochloric Acid – 600 MT (Refer Annexure 4)
Nature of Bidding	Two Stage Bidding : 1 st Part : EMD, Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	28.02.2024
Due date & Time of submission	28.03.2024 @ 16.00 hrs.
EMD Bid Opening Date & Time	29.03.2024 @ 14.00 hrs.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated
Bid Submission (To be Uploaded on or before the due date and time)	Three Separate on-line covers (folders) (1) EMD (2) Techno-Commercial Bid (Annexure-5) (3) Price Bid (Annexure-6) To be uploaded on or before the last date & time meant for uploading of bids.
Procedure for opening of On-line Bid	Bids will be opened in Seriatim, i.e. EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	90 days from the date of EMD Bid Opening (i.e.29.03.2024)

EMD Amount: Rs.42,480/- (Rupees Forty Two Thousand Four Hundred and Eighty Only). EMD payment can be made in the form of DD/Insurance Surety Bond/BG/RTGS. (Ref.Annexure-7 – EMD terms & conditions, Annexure-13 – EMD BG Format and Annexure-14 – EMD RTGS Format).

Original EMD DD/Insurance Surety Bond/BG in MFL's approved format (Annexure-13) valid for 90 days from the date of tender opening date with claim period of one year from the date of validity period of BG or thru' RTGS per details furnished in Annexure-14 should be furnished in a separate sealed cover superscribed as **EMD for Tender No. EPRO/MM/HCL-600 MT/280324/021 DT.28.02.2024** and the same to be received within 3 working days after the due date of submission of bids to: **DGM-Materials Management, Madras Fertilizers Ltd., Manali, Chennai-600 068.**

Bidders with NSIC/MSE valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid before the closing date and time of tender. If such valid certificates are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.

Security Deposit (SD)	5% of the Contract Value (Excluding GST) in the event of placement of award of contract. Claim period should be one year from the Expiry date of BG.
Mode of Payment for EMD or SD	By DD/Insurance Surety Bond/RTGS in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (Annexure 13, 14 & 15).
EMD BG Validity & Claim Period	Up to 90 Days from the date of opening of tender with claim period of one year from the date of validity period of BG.
Payment Term	60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment only from the date of receipt of material, subject to acceptance thru RTGS/NEFT transfer.
Contract period	One year from the date of LOI/PO. Contract period can be extended for a period of one year on the same terms and conditions, on mutual consent."
Delivery Schedule	Initially required quantity is to be supplied within 7 days from the date of LOI / PO and further supplies on need basis per MFL instruction only. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 7 days from the date of email.
Evaluation Basis	Refer Annexure-9 Sl.No.8 of NIT
Allotment of quantity	Refer Annexure-9 Sl.No.3 of NIT
Brief Description of Work	Refer Annexure 2 of NIT
Reverse Auction /Negotiation	Will be conducted if required
Counter Offer	Refer Annexure-9 Sl.No.24 of NIT
LD Clause	Refer Annexure-9 Sl.No.23 of NIT

**DGM –MATERIALS MANAGEMENT
MADRAS FERTILIZERS LTD.,
MANALI, CHENNAI 600 068**

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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 upload valid NSIC/ MSEs Certificate or 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).
- 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.

BRIEF DESCRIPTION OF WORK

Tenderers are advised to acquaint themselves with the jobs involved. The tenderer in the event of award the contract / PO, is required to supply **Hydrochloric Acid** per specification to MFL Utility / RO Plant premises at Manali / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118 using their own or hired vehicle. The operation to be followed is:

- Weighing the vehicle at MFL Weigh Bridge while coming in and going out of MFL premises;
- Unloading **Hydrochloric Acid** with their own men at the place assigned by the authorized MFL Personnel; and
- Maintaining trip sheet, Material- in Pass and other documents with signature of authorized MFL personnel for receipt of material.
- The vehicle in which material is transported should have emission control certificate, RC Book, fitness certificate and valid license for the driver who is driving the vehicle.
- It is the responsibility of the vendor to transport the goods at their own risk and MFL will not be responsible for any damages or whatsoever.



PRE-QUALIFICATION CRITERIA

1. The bidder must be manufacturer or authorized agent/distributor of the manufacturer. If the bidder is an authorized agent/distributor, such bidders should produce relevant proof of authority exclusively for this tender from the manufacturer. Such letter of Authority should be valid for the entire contract period.
2. The bidder should have been in the business of supplying Hydrochloric Acid with purity 30- 32% for at least two years during last five years period ending of 31.01.2024.

Relaxation of Start-ups / MSE : Bidder should have been in the business of supplying Hydrochloric Acid with purity 30- 32% for at least One year during last five years period ending of 31.01.2024.

3. Bidder should submit any one of the following PO copies from their clients.
 - i) One PO copy for the supply of min. 80% of our tender quantity during the last five years ending of 31.01.2024.
(Or)
 - ii) Two PO copies with each for the supply of min. 50% of our tender quantity during the last five years ending of 31.01.2024.
(Or)
 - iii) Three PO copies with each supply of min. 30% of our tender quantity during the last five years ending of 31.01.2024.

Relaxation of Start-ups / MSE : The bidder shall submit one PO copy for the supply of minimum 30% of the tender quantity during the last five years ending of 31.01.2024 .

4. Bidder shall submit documentary evidence such as copies of purchase orders and supply details (Proof of delivery and Invoices). PO copies submitted in the name of the bidder only will be accepted.
5. The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation.

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.

Signed copy of the above documents is to be uploaded as attachment with the on-line submission of bids. After tender opening and while processing the bids, if any document(s) is/are found not to have been uploaded by any tenderer, MFL will seek thru email the required documents and the tenderer shall submit the same within the date stipulated in the email.

Tenderers not submitting the requisite pre-qualification criteria documents on or before the date stipulated in the email shall not be considered for further processing.

SPECIFICATION, QUANTITY & TECHNICAL BID FORMAT**e - TENDER No.EPRO/MM/HCL-600 MT/280324/021 DT.28.02.2024**

ITEM DESCRIPTION AND QUANTITY IN MT							
<table border="1"> <thead> <tr> <th>SPECIFICATION</th> <th>QTY (MT)</th> </tr> </thead> <tbody> <tr> <td> HYDROCHLORIC ACID SPECIFICATION: PURITY / ACIDITY : 30-32% RESIDUE ON IGNITION : 0.1% (MAX) SULPHATE (as H₂SO₄) : 0.1% (MAX) IRON (as Fe) : 0.02% (MAX) SULPHITE (as SO₂) : 0.02% (MAX) FREE MERCURY : 5 PPM (MAX) SPECIFIC GRAVITY : 1.1 TO 1.2% REJECTION : PURITY BELOW 30% WILL BE REJECTED </td> <td>600</td> </tr> </tbody> </table>	SPECIFICATION	QTY (MT)	HYDROCHLORIC ACID SPECIFICATION: PURITY / ACIDITY : 30-32% RESIDUE ON IGNITION : 0.1% (MAX) SULPHATE (as H ₂ SO ₄) : 0.1% (MAX) IRON (as Fe) : 0.02% (MAX) SULPHITE (as SO ₂) : 0.02% (MAX) FREE MERCURY : 5 PPM (MAX) SPECIFIC GRAVITY : 1.1 TO 1.2% REJECTION : PURITY BELOW 30% WILL BE REJECTED	600			
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Details	Acceptance/Rejection						
Purity / Acidity 30-32%	Acceptable						
Below 30%	Rejected						
Production of Manufacturer and/or Material Test Certificate for the specifications mentioned above, along with the consignment.	Accepted						

Signed copy & duly filled Techno-Commercial bid to be uploaded as attachment with the on-line submission bids.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

COMMERCIAL BID FORMAT**E-TENDER No.EPRO/MM/HCL-600 MT/280324/021 DT.28.02.2024****Technical Bid Ref. No..... Dt.....2024**

1	<u>Name of the Tenderer</u>	
2	<u>Address</u>	<u>E-mail</u> <u>Mobile:</u> <u>Land Line:</u>
3	<u>Payment Term:</u> 60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment only from the date of receipt of material, subject to acceptance thru RTGS/NEFT transfer.	Accepted
4	<u>Contract Period: (Refer Annexure 9)</u> “One year from the date of LOI/PO. Contract period can be extended for a period of one year on the same terms and conditions, on mutual consent.”	Accepted
5	<u>Delivery Schedule: (Ref Annexure 9)</u> Initially required quantity is to be supplied within 7 days from the date of LOI / PO and further supplies on need basis per MFL instruction only. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 7 days from the date of email.	Accepted
6	<u>Delivery Place (Refer Annexure 9)</u> MFL Utility /RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118	Accepted
7	<u>Delivery Term (Refer Annexure 10)</u> Free Delivery at MFL Utility /RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118 (Freight & Insurance to Vendor's A/c)	Accepted
8	<u>Unloading at MFL (Refer Annexure 9)</u> Tenderer shall coordinate with MFL for unloading the material at MFL Utility / RO, Manali, Chennai / TTP Plant site, Kodungaiyur, Chennai per instruction of MFL Production Supervisor / Plant Manager, concerned.	Accepted
9	<u>Offer Validity:</u> 90 days from the date of opening of Tender.	Accepted
10	<u>Security Deposit (Refer Annexure 8 and Annexure 15)</u> 5% of the contract value excluding all the taxes in the event of placement of order	Accepted
11	<u>LD clause (Refer Annexure-9)</u>	Accepted
12	<u>Received Quantity (Refer Annexure-9)</u> Weight as recorded in MFL weighbridge or the weight declared in vendor's DC/Invoice whichever is less is final and is applicable for payment.	Accepted
13	All other terms & conditions in Annexure – 9, 10, 11	Accepted
14	Production of Mfr's & Material Test Certificate	Accepted

Note: Bidder to fill in Sl. Nos. 1 and 2 and upload the format signed by authorized person with name, designation office seal.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

MODEL PRICE BID FORMAT
SUPPLY OF HYDROCHLORIC ACID

E-TENDER No.EPRO/MM/HCL-600 MT/280324/021 DT.28.02.2024

Sl. No.	Description	Qty. (MT)	Basic Rate per MT in Rs in words & figures
1	SUPPLY OF HYDROCHLORIC ACID (With the description as given in the Annexure 4)	600	DO NOT QUOTE
2	GST %		PRICE
3	GST in Rs.		IN THIS
4	Landed Rate at MFL per MT for Sl.No.1 (Sl.Nos.1+3)		FORMAT
5	Total Landed Value for Sl.No.1 (Sl.No.4 X Qty of Sl.No.1)		

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

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of **Rs.42,480/- (Rupees Forty Two Thousand Four Hundred and Eighty Only)** by way of Demand Draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Insurance Surety Bond or Bank Guarantee (BG) in the MFL’s approved format **(Annexure - 13)** valid for 90 Days from Tender Opening Date with a claim period of one year from the date of validity period of BG or **thru RTGS** per details furnished in **(Annexure - 14)**.
2. 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 to reach within three working days from the due date of submission of bids.
3. NSIC / MSEs 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.
4. EMD shall not carry any interest.
5. EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
6. Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
7. 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 losses, if any suffered by MFL, even after forfeiture of EMD.
8. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
9. Tenderers who are submitting EMD payment in the form of **DD / Insurance Surety Bond or BG / RTGS** should upload the scanned copy of the same on or before the Closing Date and Time of the Tender. The original EMD DD / Insurance Surety Bond / 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/HCL-600 MT/280324/021 DT.28.02.2024”** within 3 working days after the due date of submission of bids.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

1. Successful tenderer irrespective of holding NSIC / MSE Certificates shall have to make Security Deposit (SD) to the tune of 5% of Contract value, excluding all the taxes within 21 days from the date of LOI / Purchase Order, by Demand Draft / Insurance Surety Bond / RTGS or BG in MFL's approved format (**Annexure - 14**) with a validity of 60 Days beyond the date of completion of the Purchase Order / Delivery period. Claim period should be one year from the date of validity period of BG.
2. In the case of SD 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.
3. Unreturned SD in respect of earlier tenders, if any, cannot be adjusted against this tender.
4. 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.
5. 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.
6. 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 change 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
7. 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 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 submit either by DD/Insurance Surety Bond/RTGS or by BG in approved format (**Annexure 15**) so that the total amount of security deposit shall not at any time be less than the specified amount.
8. 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.
9. 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 Management, 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 self-attested copy of 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 organization, 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. MFL reserves the right to increase or decrease the quantity during contract period.

3. ALLOTMENT OF QUANTITY

Required sources of supply will be THREE vendors. If the required three techno-commercially qualified bidders are available with acceptance to the finalized rate i.e. L1 (or) R1 (incase of reverse auction if any) or negotiated rate (if any), it is proposed to allocate the quantity in the ratio of 60%:25%:15% between L1/R1, L2/R2 and L3/R3.

In case, only two techno-commercially qualified bidders are available with acceptance to the finalized rate i.e. L1 (or) R1 (incase of reverse auction if any) or negotiated rate (if any), it is proposed to allocate the quantity in the ratio of 70%:30% between L1/R1, and L2/R2.

In case, only one techno-commercially qualified bidder is available with acceptance to the finalized rate i.e. L1 (or) R1 (incase of reverse auction if any) or negotiated rate (if any), it is proposed to place order for 100% quantity on such techno-commercially qualified L1/R1.

4. **PRICE & TERMS OF DELIVERY**

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of **Hydrochloric Acid** at MFL Utility /RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118 including unloading by road transport. As the offer is “Free Delivery at MFL Utility/RO/TT Plant Site”, the risk in transit shall be yours.

5. **INSPECTION & TESTING**

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

Notwithstanding purchaser's acceptance or right of inspection and or any other terms and conditions provided in the purchase order, supplier warrants that **Hydrochloric Acid** is complied with the MFL Specification. The Purchase Order is issued in reliance on the aforementioned warranty of the supplier.

6. **PENALTY/REJECTION**

All supplies should conform to specification as stipulated in **Annexure 4**. Tenderer should ensure the quality before dispatching the consignment. If the material received is not conforming to our specification, shall be liable for summary rejection. 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 from MFL at their risk and cost.

7. **CONTRACT PERIOD**

Contract Period shall remain in force for a period of one year from the date of LOI / PO. Contract period can be extended for a period of one more year on the same terms and conditions, on mutual consent.

8. **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 i.e L1 (or) R1 (incase of reverse auction if any) or negotiated rate (if any).

9. **UNLOADING**

Tenderer must make arrangements for unloading the material at MFL Utility /RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118, per instruction of MFL Supervisor / Manager, concerned.

10. **DELIVERY SCHEDULE:**

Initially required quantity is to be supplied within 7 days from the date of LOI / PO and further supplies on need basis per MFL instruction only. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 7 days from the date of email. The contractor must make arrangement to safely deliver the material at MFL Utility /RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai – 600 118.

11. **WEIGHMENT**

Weighment will be done at MFL weighbridge. Weight as recorded in MFL weighbridge or the weight declared in vendor's DC/Invoice whichever is less is final and is applicable for payment.

12. **MFL SAFETY RULES & REGULATIONS**

Tenderer shall strictly adhere to all the existing statutory rules and regulations and scrupulously follow all the safety precautions, rules and regulations during the tenure of the contract and during the delivery of the material.

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.

13. **TERMS OF PAYMENT**

Payment will be made on **60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment** thru' RTGS from the date of receipt of material, subject to acceptance thru' RTGS. **Tenderer to quote only for credit payment offering a credit period of 60 days / 45 days (In case of MSE's). Payment becomes due only from the 61st / 46th 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 DGM – CA & T, 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 16**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

14. **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.

15. 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.

16. 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 right & 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 the question.

17. 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.

18. 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 entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be .

"Supply" – shall mean supply of goods/material under this tender will be made on the basis of tender's terms and conditions enumerated therein. It will be the responsibility of the supplier to ensure supply of goods/material on or before the delivery date mentioned in the Letter Of Indent /Purchase Order. The tenderer shall remain responsible until the actual delivery of the goods/material is supplied at MFL.

"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.

19. **FORCE MAJEURE**

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

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

20. **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.

21. **COMPLIANCE WITH STATUTORY PROVISIONS**

In the event of any accident causing injury or death of any workmen engaged by the tenderer while executing such supply and/or service contracts, all obligations/responsibilities shall rest with the tenderer and MFL shall have no obligation whatsoever in that respect and MFL shall not be liable for any action by third parties.

For any damage to MFL property, due to negligence by the tenderer or workmen engaged by tenderer, the tenderer shall make good the loss suffered by MFL, on account of such damage to MFL's property due to such negligence.

22. **VARIATION**

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

23. **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. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered on or before the date mentioned in the email. If the items are not delivered on or before the delivery date specified in the purchase order or as mentioned in the email, 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. Purchase order value includes basic order value + applicable statutory levies, and freight & insurance if applicable. **LD clause is applicable for the part of the quantity, which is delivered late.**

24. **REVERSE AUCTION AND / OR NEGOTIATION / COUNTER OFFER**

Will be conducted if required

Counter offer: Finalized rate will be offered as “Counter Offer” to other vendors, up to maximum of 2 vendor.

25. **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.

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 (MSE's) participating in this tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL. Such bidders may be allowed to supply up to 25% of the Purchase Order value, where it is feasible to place order on more than one bidder by splitting the quantity, provided such bidder is prepared to bring down the price equal to or less than the L1 price quoted by the Non-MSE.
15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
16. Any other guideline as issued by GOI from time to time is applicable.



TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all terms, conditions and covenants of 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 and SD clauses and agrees for 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.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 25 of Annexure 9)

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

INFORMATION ABOUT TENDERER

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	Name of the Kartha in case of Hindu joint family business, or the name of the proprietor in the case of proprietorship or the name of the partners in the case partnership firm or the name of the Managing Director in the case of limited companies should be furnished.	
6	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	
7	Nature of normal business of the tenderer	
8	GST Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and last 3 years IT Return with acknowledgment order to be attached	
11	Last Three years statement of Accounts with Balance Sheet.	

Note: Copies of documents are required to be attached for Sl.No. 7 to 11.

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

Whereas (herein after called the ‘tenderer’)
has submitted their offer datedfor 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 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.

.....
(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.



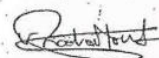

MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068

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 ROSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/C (Saving-/Current)-(SA/CA)	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.

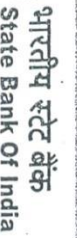
 v. 

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.



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

D	D	M	M	Y	Y	Y	Y
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को या उनके आदेश पर OR ORDER

अदा कीं	५
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~~VALID FOR~~ R.S. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

AUTHORISED SIGNATORIES
Please sign above

000205" 30

MADRAS SECURITY PRINTERS PVT. LTD., CHENNAI / CTS - 2010

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 not withstanding 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 _____ (One year beyond the validity period of BG), 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.

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	Woman YES / NO	SC/ST YES / NO
CATEGORY OF THE FIRM	A. Micro		B. Small		C. Medium
REGISTERED WITH	GST No.	SSI No.	MSME No.	OTHERS	
NUMBER					

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

(TO BE FURNISHED IN YOUR COMPANY'S LETTER HEAD)

Date:

To

Madras Fertilizers Ltd
Manali,
Chennai 600068

Sub: Not delisted certificate

We, _____ (Company Name), hereby declare that we have not put on Holiday list / Delisted / Black Listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017 Clauses

S.no	Clause	Subject
1	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019, 20.06.2020 & 16.09.2020 issued by Govt. of India.</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 20.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."</p> <p>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p>https://dipp.gov.in/public-procurements https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-A.</p> <p>In case of participation by MSMEs and Make in India (Local content) Vendor against the same tender, MSME vendor will be given preference to match L-1 Bidder as per Public Procurement Policy. MSME vendor will be evaluated with 15% purchase preference and Make in India (Local content) vendor will be with 20% purchase preference.</p> <p>In case, a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Linked with Local Content) Policy as well as Purchase Preference Policy for MSME 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once selected cannot be modified subsequently. If the bidder opts for PP-LC, he shall not be entitled to claim the benefits available for MSME bidders under PPP-2012. However, the exemption from furnishing Bidding Document Fee & Bid security/ EMD shall continue to be available to MSE bidders.</p> <p>The onus of submission of appropriately certified documents lies with the bidder and MFL shall not have any liability to verify the contents and will not be responsible for the same. However, in case MFL has any reason to doubt the authenticity of the Local Content, MFL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.</p>

Attention is invited to Order (Public Procurement No.1) issued vide F.6/18/2019- PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

S.no	Clause	Subject
2	As mentioned above	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</p> <p>II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. “Bidder (or entity) from a country which shares a land border with India” for the purpose of this Order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation—</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

		<p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution</p> <p>The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the Gol has extended lines of credit or in which the Gol is engaged in development projects.</p> <p>List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website https:// www.mea .gov.in/</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letterhead as per Annexure-(B) or Annexure-(C) - as applicable.</p>
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"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature and Seal of the Company

Annexure -(A)**Declaration to be issued on Company letter head**

In line with Government Public Procurement Order (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry, we hereby certify that we, (Bidder name) are

- a) 'Class-I local supplier' meeting requirement of local content equal to or more than 50%,
- b) 'Class-II local supplier' meeting requirement of local content more than 20% but less than 50%,

(Strike off whichever is not applicable)

As defined under above referred Order for the following Item Sl Nos of MFL Tender No :

_____ Dated

- Tender Item No./ (s)-

Details of location at which local value addition will be made is as follows:

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that MFL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case MFL has any reason to doubt the authenticity of the local content, MFL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by MFL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by MFL.

Seal and Signature of authorized
signatory

Special Note-

In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

* * *

Annexure-(B)

**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Tender Name :

Tender No. :

Project / Description :

We M/s (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that we are not from such a country and eligible to be considered for this tender.
(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL)

For and behalf of (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

* * *

Annexure-(C)**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & regarding restrictions under Rule 144(XI) of the General Financial Rules (GFRs), 2017

Tender Name :

Tender No. :

Project / Description :

We M/s _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL).

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

ANNEXURE 19**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs)**

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

a) Qualifying Criteria for MSEs, SC/ST vendors, Women owned MSEs:

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Aadhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/ Additional District Magistrate/Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub - divisional Magistrate/Taluka Magistrate/Executive Magistrate /Extra Assistant Commissioner
 - Chief Presidency magistrate/Additional Chief Presidency magistrate / Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership / Private Limited Companies) bidders must submit additionally submit certificate from any of the following:
 - Aadhar Udyog Memorandum
 - National Small Industries Corporation (NSIC)
 - Certificate/ document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a Support document.
- v. The registration must be for the items/category of items/services relevant to the tendered items/category of items/ services.

b) Purchase Preference for MSE:

In tenders, where the L1 (evaluated price) bidder is a non- MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) bidders shall have quoted a price within + 15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 + 15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.

Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% and where the MSE is Women owned, they shall be exclusively awarded a share of 3% of the above 25%, in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-women MSE bidders.

In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

c) Exemption from Earnest Money Deposit (EMD) / Tender cost and Security Deposit (SD) for MSE:

- i. Tender document shall be at free of cost and tender documents can be downloaded from the website of Madras Fertilizers Limited (MFL) (www.madrasfert.co.in) and the Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure/app>).
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii. No exemption shall be allowed for the submission of Security Deposit/Performance Bank Guarantee, if applicable in the particular tender.

Notes:

- i. The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders/agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.