

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

NOTICE INVITING TENDER

FOR

AMBULANCE SERVICE CONTRACT 2024-26

TENDER No. ESER/P&A/AMBULANCE/040424/005 DATED: 06.03.2024

SUMMARY

On line bids are invited for AMBULANCE SERVICE CONTRACT from experienced Ambulance Van operators for rendering Ambulance Service in MFL Plant site at Manali, and Tertiary Treatment Plant at Kodungaiyur, Chennai 600 068 on round the clock basis for a period of Two years.

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

For any clarification, please communicate to the following:

e-Procurement Cell	<a href="mailto:epro@madrasfert.co.in">epro@madrasfert.co.in</a> , <a href="mailto:epro1@madrasfert.co.in">epro1@madrasfert.co.in</a>	044-2594 5318
User Department	<a href="mailto:dmpr@madrasfert.co.in">dmpr@madrasfert.co.in</a> <a href="mailto:dgmpacec@madrasfert.co.in">dgmpacec@madrasfert.co.in</a>	044-2594 5219 044-2594 5213

Description	AMBULANCE SERVICE CONTRACT 2024-26
Estimated Value of Tender	Rs 42.92 Lakh
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	06.03.2024
Due date & Time for submission	04.04.2024 upto 1600 Hrs
Technical Bid Opening Date & time	05.04.2024 at 1400 Hrs
Bid Submission (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 submitted with price bid break up details per Annex-16 on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and price bid.
Bid Validity	120 days from the date of technical bid opening.

Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
<b>EMD Amount</b>	<p>₹ 85,855/- (Rupees eighty five thousand eight hundred and fifty five only)</p> <p>Original EMD / proof for submission thru RTGS/DD / BG/ Insurance Surety Bond should be furnished in a separate sealed cover super scribed as EMD for TENDER No.ESER/P&amp;A/AMBULANCE/040424/005 DATED: 06.03.2024. and the same should be addressed to The General Manager - P&amp;A, Madras Fertilizers Ltd, Manali, Chennai - 600 068 and reach within three working days from the due date of opening the Tender. Refer Annex.7 EMD Terms &amp; Conditions. Annex.8 for EMD BG format.</p>
<p><b>EMD Exemption :</b> Bidders seeking exemption from payment of EMD shall have to produce NSIC/MSE's (UDYAM) valid Registration Certificate (or) any other documents as specified / stipulated per GOI Guidelines issued from time to time shall be applicable. Such Valid Certificate / Document shall to be uploaded with their bid before the closing date and time of the tender. If such valid certificates / documents are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.</p>	
Mode of Payment for EMD & SD	By RTGS/ DD/Insurance Surety Bond in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee ( <b>Refer: Annexure - 8,9,10 &amp; 11</b> )
Security Deposit (SD)	5% of the Contract Value (Excluding GST) in the event of placement of award of contract.
BG Validity	For EMD 165 days from the due date of bid submission. For SD 60 days after the date of completion of contract.
Payment Term	<b>60 Days Credit (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) Payment</b> only from the date of receipt of bill from the contractor, subject to the bills are in order and acceptance.
Contract Period	The period of contract will be Two Years from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.
Bid Evaluation Basis	<ul style="list-style-type: none"> <li>• Techno-commercially qualified bidders will be selected and their Price bids will be opened.</li> <li>▪ Monthly rent including usage of 100 Km and rate for extra Km will be taken into account for evaluation purpose</li> <li>▪ The bidder who quoted the lowest rates in the Price Bid shall be considered as L1 tenderer</li> <li>▪ Reverse Auction may be conducted, if necessary, if the number of eligible bidders are more than one.</li> <li>▪ If Reverse Auction is conducted, H1 elimination will be carried out per procedure.</li> <li>▪ If necessary, negotiation shall be conducted with L1/R1 Party.</li> </ul>
Scope & Brief Description of Work	Refer <b>Annexure-2</b>

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Note: The Tender document contains 45 pages. Digital signature is required on all pages by the tenderer or the authorized person to sign the tender.

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

1.1.1.1 Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)

- 1) Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as n-Code / e-Mudhra / Safe Script.
- 2) Bidder then needs to login to the site through their user ID / password chosen during registration.
- 3) The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 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.
- 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.
- 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.
- 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.
- 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 up to 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.
- 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 & Conditions (STC). GTC & STC can be accessed through Company's website.
- 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.
- 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.

- 12) The details of the Earnest Money Deposit document should be submitted physically to the Department 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.
- 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.
- 14) The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 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 bid opening date.
- 16) Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 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 8MB.
- 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.
- 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.
- 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.
- 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.
- 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).

- 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.
- 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.
- 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.
- 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.

\* \* \*

SCOPE & BRIEF DESCRIPTION OF WORK

**AMBULANCE SERVICE CONTRACT** includes supply of **Tempo Traveller** Fully equipped AC Ambulance Van with experienced / qualified drivers on (8 hours shift work schedule) hire basis for the use of our Occupational Health Centre on **round the clock basis** and for transportation of injured / sick employees to nearby hospitals / hospitals in the City and back to MFL Plant (Manali, Chennai 600 068), in case of any eventuality.

Trained drivers are to be appointed to drive the vehicle. They should report to Company Medical Officer / Occupational Health Centre on shifts who will control them. The drivers must wear appropriate uniform while on duty as prescribed by the Govt. authorities. The drivers should possess valid driving license. **The age of the drivers should be below 50 years and physically fit.**

The Tenderer shall provide 1 No. of A.C. Ambulance Van of 2022 Model. The Ambulance Van shall be fully equipped with the following Accessories to be provided in Good Condition.

- a) First Aid Kit
- b) Oxygen Cylinder
- c) Ambu bag
- d) Long spine board
- e) Splint
- f) Wheel Chair
- g) Folding stretcher
- h) Sanitizer - minimum 500 ml. Bottle
- i) Thermal Scanner
- j) Additional requirement, if any, for Covid 19.

\* \* \*

QUALIFICATION CRITERIA

**1.0 QUALIFICATION CRITERIA:**

Tenderer shall have experience in Ambulance Van service operation for any two years during the last 7 years ending 31.12.2023 for rendering Ambulance Service which should be either of the following:

Three similar completed works each costing not less than the amount equal to 40% Estimated Value of Tender for MSMEs, one similar work costing not less than this amount will be considered.

(or)

Two similar completed works each costing not less than the amount equal to 50% Estimated Value of Tender.

(or)

One similar completed work costing not less than the amount equal to 80% Estimated Value of Tender.

Tenderer whose average annual financial turnover is more than or equal to 30% Estimated Value of Tender in the financial years 2020-21, 2021-22 & 2022-23 only need to apply. Tenderer shall attach copies of Income Tax Returns filed for said three financial years.

- ❖ Tenderer should be currently operating a minimum of **three ambulances** in his/her name or firm / company name for which copies of proof shall be produced. Out of three, the tenderer shall have at least one Ambulance in his / her name which is registered in the name of the individual or in the name of the firm or in the name of the partners as the case may be.

Non-compliance of any one of the above criteria shall lead to total rejection of the Tender.

**2.0 Documents required:**

1. Contract award letter copies / performance certificate to prove experience in Ambulance Van operation service as detailed above.
2. Audited Balance Sheet & Profit & Loss summary / statement of accounts for the above said financial years as a proof for the financial turnover.
3. Valid registration certificates obtained from ESI and PF authorities.
4. Tenderer should attach valid GST registration certificate. They should also produce valid proof that GST is paid as of date and there is no pending payment to GST Authorities.
5. Financial soundness - Valid Solvency Certificate to the tune of Rs.25 Lakh or more from any nationalized / schedule bank on or after the tender published date.



- The bidder should enclose copy of registration certificate(s) and valid comprehensive insurance cover(s) for the vehicle(s) in favour of proprietor /partners / firm or the documents of the vehicle(s), as documentary evidence in support of the vehicle(s).
- The tenderer shall produce original RC Books / Permits / Road Tax / Insurance etc., for verification when they are called for. Vehicles shall be produced for inspection at MFL Manali Office at the cost of the Tenderer, if required, to verify the age of the vehicles.
- Signed / Scanned copies of the above documents are to be uploaded as attachment with the on-line submission of bids.
- Tenders will be rejected for non-submission of any one of the relevant valid documents.
- The bidder/firm should furnish a clear declaration that they will be able to supply all the tendered requirement of the vehicle of model registered on or after 1.1.2022 and in good running condition.
- If the Tenderer is under Holiday List / De-list or having any litigation with MFL/ in any State / Central Government or other PSUs they need not apply. Tenderer shall submit Self-declaration as given in ANNEXURE -14.

\* \* \*

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address	
Payment Term	Payment will be made after 60 days [after 45 days for Bidders of Micro and Small Medium Enterprises (MSMEs) ] from the date of receipt of bills from the contractor subject to bills are in order and acceptance
Payment Mode	RTGS/NEFT
Contract Period	The period of contract will be <b>Two years</b> from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no down-ward trend of prices.
Service Terms & Conditions	As in Annexure-5
Service Place	MFL, Manali
Bid Validity	120 days from the technical bid opening date
GST No.	
EMD payment Details	₹ 85,855/- (Rupees eighty five thousand eight hundred and fifty five only)
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for Penalty clause as per Annexure-5.	Yes
Acceptance to receive payment for actual calculation made by MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

\* \* \*

GENERAL TERMS & CONDITIONS

**1.0 DEFINITIONS:**

- 1.1 The term “Contract” shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 “Contractor” shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 “MFL” shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- 1.4 “Services” shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 “Contract Rates” shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in “Contract Rates” will not be permitted under any circumstances.
- 1.6 “Company’s Representatives” shall mean and include the General Manager (P&A), Deputy General Manager - P&A or other officers of the Company in-charge of P&A, as decided by the management from time to time.

**2.0 PERIOD OF CONTRACT:**

The period of contract will be for **Two years** from the date of commencement of the contract and can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.

**3.0 PLACE OF WORK:**

The contractor shall be responsible for rendering Ambulance Service in MFL plant site at Manali and Tertiary Treatment Plant at Kodungaiyur, Chennai 600 068 any other places assigned by the Company, as and when required.

**4.0 RATES:**

- 4.1 The tenderers shall quote the rates in the Proforma, “BILL OF QUOTE” furnished as Annexure-16.
- 4.2 The tenderer shall quote their rate inclusive of all statutory levies, monthly salary to Drivers and statutorily required to make payment , like PF, ESI, Bonus, Repairs & Maintenance of Vehicle, Insurance, RTO related issues, Petrol / Diesel, Oil and also any other incremental expenses relating to vehicles including penalty, fine etc., shall be borne by the tenderer, except applicable GST.
- 4.3 Whenever there is any change in statutory levies vide minimum wages, bonus, ESI, PF revision, etc except GST, the same shall be obliged by the contractor, without any additional burden to MFL.
- 4.4 Applicable toll amount if any will be reimbursed on production of documentary evidence.

- 4.5 The Ambulance will be at the disposal of the Company round the clock and in case required for maintenance another Ambulance with the same specification and facilities shall be put in place before taking out the Assigned Ambulance for the said purpose if any. This should be properly informed to the CMO, Occupational Health Centre who is the in-charge of the Ambulance.
- 4.6 The rates quoted shall be firm & valid for a period of **Two years** from the date of commencement of the contract.

## **5.0 RESPONSIBILITY OF TENDERER:**

- 5.1 The Tenderer shall have an office in Chennai City with telephone facility (land line / mobile) and responsible staff available from dawn to dusk. The names of such staff including the telephone numbers / cell phone numbers shall be furnished, to MFL.
- 5.2 The Tenderer should satisfy himself by actual inspection of the site and locality of the work. It shall be deemed that rates quoted by him in the tender will be adequate to carry out the work according to the scope of work, terms & conditions that he has taken into account all conditions and difficulties that may be encountered during the course of the work and to have quoted the amount necessary for the completion of the work to the entire satisfaction of the GM-P&A or his nominee.
- 5.3 The Tenderer should be prepared to come to MFL, Manali, Chennai 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 5.4 **The successful Tenderer shall enter into an agreement with MFL, on a stamped paper of appropriate value, incorporating the terms and conditions of the contract, failing which the suspension of eligibility of participating / submitting bids for the contract(s) invited by Madras Fertilizers Limited for the period for which this NIT is called for and the Tenderer shall also be liable to compensate MFL for any losses incurred. The decision of MFL on such losses shall be final and binding.**
- 5.5 The contractor shall be solely responsible for all consequences both financial and otherwise arising out of any violation of the traffic rules and any regulations, Act of Central/State Government in force and accident either to the Car or third parties.
- 5.6 The Contractor shall not sub-let, assign, or transfer in whole or in part of the Contract awarded to the successful Tenderers.
- 5.7 Failure on the part of either party to insist on the other upon strict observance / performance of any provisions hereof, shall not constitute a waiver of the rights to require such performance nor shall a waiver in one case constitute a waiver with respect to another of a similar nature or otherwise.
- 5.8 The Tenderer should have necessary permits from the Regional Transport Authority / Transport Commissioner for plying the vehicle/s on hire or contract basis in the City of Chennai. The Tenderer should bear the cost towards obtaining fitness certificate / renewal / registration / insurance etc. for the vehicles supplied by the Tenderer.
- 5.9 The Tenderer shall enclose the copies of RC Books/ Permits and other required documents of the vehicle possessed by him to substantiate the model and possession.

- 5.10 The Tenderer should run the vehicle with Drivers possessing valid driving license and that they should have reasonable experience. Vehicle should be maintained in clean and fit conditions at all times of operation and all necessary documents (copies) related to the vehicle are kept in the vehicle for verification by the RTO and other authorities.
- 5.11 The contractor shall fully indemnify MFL for any default or non-observance by the contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the contractor of any of the provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the contractor.
- 5.12 The selected tenderer agrees and undertakes to indemnify MFL from any loss/ damage/expense/costs by reason of any claim from any person whatsoever, arising out of any failure on the part of the selected tenderer to fulfill his obligations under this Contract.
- 5.13 The Contractor at their own cost shall provide mobile phone to the drivers and they must be reachable at any point of time.
- 5.14 In the event of an accident to any of the vehicle provided by the Tenderer, all responsibilities will rest with the Tenderer and MFL will have no obligation whatsoever in that respect. In the event of an accident, causing injury to or death of MFL's personnel or any other person authorized to travel in the Car; MFL reserves the right to claim compensation. MFL shall not be liable for any damage/ loss that may arise / cause due to accident or any action by third parties.
- 5.15 The contractor shall be solely responsible for all consequences both financial and otherwise arising out of any violation of the traffic rules and any regulations, Act of Central / State Government in force and accident either to the vehicle or third parties.
- 5.16 If MFL is directed to pay any compensation or meet the expenses arising out of any accident, and MFL is required to make the payment as the user of the vehicle, the contractor shall compensate MFL for such payments irrespective of whether the contractor receives compensation from Insurance Company or not.
- 5.17 The vehicle should be insured comprehensively as required by the Motor Vehicles Act including the persons travelling in the vehicle.
- 5.18 The contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various Statutes. The contractor is solely responsible for complying with all the statutory obligations with respect to the vehicle and the persons employed by them as drivers for operation and maintenance of the vehicle. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction with regard to compliance of statutory obligations. However, MFL reserves the right to release the Security Deposit on execution of an Indemnity Bond and or other documents to MFL as may be required by the Company.
- 5.19 The Driver should have minimum 5 years' experience and age of the driver shall not be above 50 years.
- 5.20 Drivers should be given sufficient rest and weekly off for better services.

- 5.21 The drivers can avail the canteen facilities at 50% subsidized cost during the contract period. The canteen charges will be recovered from the Contractor's bill on monthly basis.
- 5.22 The drivers should be well behaved, neatly dressed in white and white and in case directed by the Company Doctor then wear Protective Covid Kit (the said protective kit for Drivers should always be made available by the tenderer at his own cost for the drivers) and have spoken knowledge of Tamil and English. Such drivers, who in the opinion of the Company are not up to the mark, should be replaced by the contractor immediately as per advice of the company.

## **6.0 OPENING AND ACCEPTANCE OF TENDER:**

- 6.1 Tenders received shall be opened on the date, time and place specified.
- 6.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.
- 6.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of the Tender Evaluation Committee of MFL.
- 6.4 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 6.5 Acceptance of the tender will be intimated to the successful tenderer through Award of Contract letter / letter of intent .The successful tenderer should submit the Security Deposit within the time specified in the Letter of Intent / Award of Contract. In the event of failure on the part of the Contractor to pay the security deposit within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.
- 6.6 The successful tenderer should execute an agreement within 10 days from the date of commencement of contract.

## **7.0 H1 ELIMINATION:**

- MFL requires minimum of 6 bidders for H1 Elimination (Category wise)
- After opening the price bids, the H1 bidder / bidders will be eliminated, only if the minimum number 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.

### **8.0 BASIS OF ARRIVING L1 / R1 TENDERER:**

The bidder who quoted the lowest rates / amount in the Price Bid shall be considered as L1 tenderer.

Monthly rent including usage of 100 Km and rate for extra Km will be taken into account for evaluation purpose

However, during Reverse Auction, the bidder, who quoted the lowest rates /amount shall be considered as R1 tenderer (Final L1 Tenderer)

### **9.0 REVERSE AUCTION:**

- MFL reserves the right to go for Reverse Auction process, if required or may finalize the tender without Reverse Auction.
- Reverse Auction will be conducted with IOP (Initial Opening Price) at the lowest amount/rate quoted in the price bid and Decrement Value at 0.1% of IOP.
- The bidder who quoted the lowest rate/amount in Reverse Auction shall be treated as final R1 Party (L1 Party after Reverse Auction).
- If any of the vendors not responded / participated in the Reverse Auction, their original quoted rates will remain same.
- After reverse auction, GST rate ( % ) will remain the same as in original Quote.

### **10.0 NEGOTIATION WITH L1 /R1 TENDERER:**

If MFL deems it fit to conduct negotiation,

- i. Where there is only one Techno Commercially qualified bid.
- ii. Where there are more than one Techno Commercially qualified bids and where reverse auction is conducted but no competitive bid in reverse auction, negotiation with L1 / R1 tenderer.

### **11.0 REMUNERATION:**

The contractor shall be paid remuneration in respect of the services described in the scope of work performed by him, at the contracted rates per Annexure -16 or the rate accepted by the contractor at the time of award of contract.

## **12.0 PAYMENT TERMS:**

- 12.1 The contractor shall submit his bills monthly for the services rendered by him and payment of the bill will be made by the Accounts Department of Madras Fertilizers Limited on 60th day (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document). Payment only from the date of receipt of bill from the contractor, subject to the bills are in order and acceptance.
- 12.2 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.
- 12.3 Bills have to be drawn on GM-P&A, Madras Fertilizers Limited, Manali, Chennai 600068.
- 12.4 In case of any shortcomings by the Contractor in complying with the Statutory requirements if any, MFL will retain the amount from the payments to the contractor against the bills for the services rendered and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities.
- 12.5 Payment will be made only thru RTGS, after reckoning the credit period from the date of receipt of bills subject to the same is in order at MFL.
- 12.6 RTGS Form (Annexure 13) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

## **13.0 PENALTY CLAUSE:**

- 13.1 The drivers should be properly and neatly dressed in uniforms failing which, a penalty of ₹ 200/= per day/vehicle will be levied.
- 13.2 As the services being lifesaving, the contractor shall take adequate care in maintenance / fitness of the ambulance and the life saving devices provided. In case any lapse is found during the periodical checking of the life saving devices by the Company Medical Officer (CMO) of MFL, MFL will levy penalty for such lapses subject to a maximum of Rs.1500/- per day till the same is rectified, subject to recommendations of CMO of MFL. Also, any such lapses brought to the service provider either orally / written shall be rectified within 24 hours.
- 13.3 The contractor should render efficient service at all times. Any operational / failure of the Ambulance during the tender period, the tenderer has to replace with spare ambulance with life saving devices as per the Specification, till the repair work is rectified.
- 13.4 MFL shall levy a penalty up to Rs.1000/- per instance for breach / failure of contractual obligations other than those specified in detail in the terms & conditions of the tender reserving its rights to claim the sum payable by MFL due to the breach / failure. The decision of MFL, of such breach / failure shall be final and shall not be called into question. The contractor is permitted to run the vehicles, including the substitute vehicles, the description of which is already committed by them.
- 13.5 The ambulance made available to the Company on 24 hours basis shall not be used by the Tenderer for any other purpose even during idle time of the vehicle.



- 13.6 The tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of driver shall be viewed seriously, leading to even cancellation of contract.
- 13.7 Besides levy of the penalties, MFL reserves its right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.
- 13.8 Failure in making payment of wages to Drivers on or before 7th of every month will attract a penalty of Rs 2,000/- for each occasion.

**14.0 COMPLIANCE OF LABOUR LAWS:**

- 14.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 & 2017 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to pay the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 14.2 The contractor shall fully indemnify MFL for any default or non-observance by the contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 14.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 14.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 14.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 14.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

## **15.0 MFL SAFETY RULES AND REGULATIONS:**

- 15.1 The contractor shall adhere to existing MFL Safety Rules and Regulations inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by CMO / other authorized representatives from time to time.
- 15.2 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 15.3 The contractor shall ensure that personal protective equipment needed for the job to be used by each of their personnel all the time.
- 15.4 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 15.5 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.
- 15.6 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.
- 15.7 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc. in the event of his contract driver sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.

## **16.0 CONSTITUTION OF THE TENDERER:**

- 16.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to 'The General Manager - P&A', Madras Fertilizers Ltd, Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 16.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 16.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 16.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

## **17.0 INFORMATION ABOUT TENDERERS:**

- 17.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid - Annexure 14.
- 17.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- 17.3 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

## **18.0 SIGNING THE TENDER AND DOCUMENTS:**

- 18.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 18.2 The tender and all connected documents shall be signed by all the Directors / Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.
- 18.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.
- 18.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause.
- 18.5 Self-Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 18.6 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender.
- 18.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

## **19.0 WITHDRAWAL OF CONTRACT:**

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

## **20.0 SUMMARY TERMINATION:**

- 20.1 Notwithstanding anything contained in the **Clause 2.0 Supra**, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.

- 20.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.
- 20.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- 20.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

#### **21.0 LAWS GOVERNING THE CONTRACT:**

The contractor will be governed by the Laws of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

#### **22.0 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 MFL 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.

#### **23.0 ARBITRATION CLAUSE:**

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

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 only.

#### **24.0 Holiday Listing Clause :**

Bidders violating tender norms/contractual obligation will be placed under Holiday Lit and prevented from bidding in MFL tenders for a period of 3 to 10 years as per the Tender delisting committee approval, after following due procedure.

#### **25.0 GENERAL:**

CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.

REVERSE AUCTION PROCEDURE AND FORMAT

## REQUEST FOR QUOTATION - RFQ

Auction Rule Document (ARD) Reference Number	MFL/RA/2024-26/ <<srl.no>>
Process	Online Reverse Auction
Website	<a href="https://eauction.gov.in/eAuction/app">https://eauction.gov.in/eAuction/app</a> (or) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
Date & Time of Auction	<<date and time>>
Requirement of Item	<<name of the tender with tender number>>

**Dear Supplier,**

MFL is conducting Reverse Auction for above mentioned Tender. Unlike our past sourcing initiatives, bids for this opportunity will follow through online reverse auction. In this way, a fully transparent, fair market is created, where prospective vendors can evaluate the competition and are provided with opportunity to react as per the competitive live market/ bids & hence can able to modify your bids within the 'pre-intimated' fixed time frame.

We will also take the responsibility to publish the document, for conducting online Reverse auction and the bidding process, train all invited suppliers on how to bid online and conduct the online competitive bidding event and collect post bid cost breakdowns if any. This process shall be managed by M/s National Informatics Centre (hence known as NIC).

The goal of this initiative is to ensure that MFL is receiving the best market prices in the most transparent way and is aligned with right quality suppliers. MFL will keep all information received from suppliers as confidential.

Thanking you for your co-operation and best wishes.

**<<Tender Inviting Authority>>**

## **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 Annex-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:
  - 3.2 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>).
- 8.2 The Reverse Auction may be conducted by MFL itself using the NIC facility.

## **9.0 TRAINING AND AUCTION**

- 9.1 MFL is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 9.2 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.
- 9.3 Bidders are requested to enroll themselves into the e-auction portal (<https://eauction.gov.in/eAuction/app>) and register their profile and digital key.
- 9.4 The credentials so created shall be used to logging into the e-Auction site for participation.
- 9.5 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.
- 9.6 All the bids made from the log-in ID will be considered as the bids made by the bidder.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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 (Annex 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.

\* \* \*

**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/2024-26/<<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.

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.

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

**Name:**

**Signature:**

**Company Stamp & Seal**

**Designation:**

ANNEXURE II

POST BID DOCUMENT

MFL-BRD Ref No: MFL/RA/2024-26/<<srln>>

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.*

**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 Centers (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 / Taluk Magistrate / Executive Magistrate / Extra Assistant Commissioner
    - Chief Presidency magistrate / Additional Chief Presidency magistrate / Presidency magistrate
    - Revenue Officer not below the rank of Tahsildar
    - 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 photo copy of the relevant certificate shall be submitted as a support document.

b) Purchase Preference for MSE:

Intenders, where the LI (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 LI 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 LI bid price and further that they shall agree to match their quoted price with the LI price.

In case that two or more MSEs are within the LI+15% in price bid, all such MSEs will be offered the opportunity to match the LI 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 LI price, they shall equally share 41% 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 LI 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](http://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.

Note: The above benefits shall be allowed to Micro and Small Enterprises 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.

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit as below:

Those applying for Ambulance Service alone ₹85,855/= (Rupees Eighty Five Thousand Eight Hundred and Fifty Five Only)

by way of demand draft drawn in favour of “Madras Fertilizers Ltd” payable at Chennai or Bank Guarantee (BG) in the MFL approved format (**Annexure - 9**) valid for **120 days from the due date of bid submission with the claim period of one year or thru RTGS per Annexure-12.**

2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to GM- P&A, MFL, Manali, Chennai 600068.
3. Holders of valid certificates obtained from NSIC / DGS & D /MSEs (Micro/Small)/ STARTUPS can claim exemption from EMD payment against proof of valid documents. NSIC should contain the title of the job. **The monetary limit indicated in the NSIC registration certificate should cover the value of the tender. If the monetary limit in the NSIC certificate is less than the tender value, the tender shall be rejected.**
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. After submission of 5% of the contract value as security deposit by way of DD/BG/RTGS by the successful tenderer, EMD submitted by way of BG will be returned to them. EMD will be refunded to the successful tenderers only after receipt of Security Deposit.
7. Tenders without EMD or valid NSIC/ DGS & D / STARTUPS / MSEs (Micro/Small) Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
8. EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work per terms & conditions of the award of the contract.
9. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
10. EMD payment either in the form of DD or BG or thru RTGS, or, if seeking exemption based on NSIC Unit, MSEs (Micro/Small), STARTUPS with relevant certificates to be directly sent to GM - P&A, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as “EMD for Ambulance Service Contract 2024 - 26 for **TENDER No ESER/P&A/AMBULANCE/040424/005 DATED: 06.03.2024.** The details of the Earnest Money Deposit document should be submitted physically to the Department within three working days from the due date of opening the tender and the scanned copy should be furnished at the time of bid submission thru online. They should be same otherwise the tender will be summarily rejected.

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

Whereas (hereinafter called the “tenderer”) has submitted their offer dated\_\_\_\_\_for supplyof\_\_\_\_\_

—  
\_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_ KNOW ALL MEN by these presents that we \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto (hereinafter called the “Purchaser”) in the sum of \_\_\_\_\_ for which payment will and truly 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 OBLIGATIONARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity;
  - (a) If the tenderer fails to furnish the performance security for the due performance of their 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(s).

This guarantee will remain in force for a period of 120 days from the date of bid opening and with a claim period of one year and any demand in respect thereof should reach the Bank not later than above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal name and address of the Bank and address of the Branch.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Insurance Surety Bond or Bank Guarantee in the approved format (Annexure - 11) valid up to 12 months beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure - 12, within 21 days from the date of intimation. Independent confirmation of BG by the issuing Bank shall be sent directly to the GM - P&A, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The suspension of our entity's eligibility of participating / submitting bids for the contract(s) invited by Madras Fertilizers Limited for the period for which this NIT is called for and the tenderer shall be liable to compensate MFL for any losses incurred by MFL.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/ operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and GST dues by the contractor, the security deposit will be refunded.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

\* \* \*



BANK GUARANTEE FORMAT 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 \_\_\_\_\_, 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 genuines 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.

\* \* \*



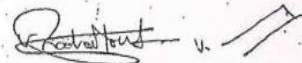
**MADRAS FERTILIZERS LIMITED**  
**MANALI, CHENNAI - 600 068**

**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) (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.



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: SBIN007347

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

D D M M Y Y Y Y

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें ₹

खा. सं.  
A/c No.

10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :  
0523600002

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

AUTHORISED SIGNATORIES  
Please sign above

⑈483119⑈ 600002014⑈ 000205⑈ 30

## BANK DETAILS &amp; 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		b. Designation :		
a. NAME				
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE (if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

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

Place:

Signature of 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 Code**IFSC** -Indian Financial System Code

## INFORMATION ABOUT THE TENDERER AND UNDERTAKING

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

14	GST Registration No.			
15	Any court case is filed against you or your concern			
16	Have you / your Firm filed any case against MFL			
17	DD No., Date, Name of the Bank and amount towards EMD			
18	MSE's Details a) General b) SC/ST c) Women Entrepreneur			
19	Category of the Firm - Under MSME (Enclose : Udyam Registration Certificate)	A. Micro	B. Small	C. Medium

Note: If you are an MSME registered firm, please submit MSME/Udyam Registration Certificate.

Note: Copies of documents are required to be attached for Sl.No.5 to 11.

I/we declare that the above information is true to the best of my/our knowledge and assured to provide the required services as per NIT terms & conditions Award of contract & Agreement executed with MFL without any violations.

Place:  
Date :

Signature of the Tenderer  
(Name & Office seal)

#### DECLARATION

I/We hereby declare that I/We have not been banned and de-listed/Holiday listed /Black listed by any Government Department / Financial Institution/Company/Organization / not related to any employee of MFL.

Place:

Signature of the Tenderer  
(Name & Office seal)

## Attachment

S.No	Details of Ambulance's / vehicles owned in the Name of the Company / Tenderers	Registered Number	Manufactured Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Place:  
Date :

Signature of the Tenderer  
(Name & Office seal)



### **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 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 is awarded to the tenderer.
- Accepts Valid MSME / NSIC / MSE, SD & Penalty Clause and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

FORM OF AGREEMENT

(To be executed by the contractor on Rs.100/- Non-Judicial Stamp Paper)

This agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2024 BETWEEN M/s MADRAS FERTILIZERS LTD., MANALI, CHENNAI 600068 (hereinafter called the Company) of the ONE PART and \_\_\_\_\_(hereinafter called the Contractor) of the OTHER PART.

WHEREAS the Company want that the job of \_\_\_\_\_and the Contractor has accepted the same.

Now this Agreement witnesseth as follows:

- 1 In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed to be part of this agreement viz.

1.	
2.	
3.	
4.	
5.	

- 3 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Company to complete the above job in conformity in all respects with the provisions of the contract.
- 4 The Company hereby covenants to pay the contractor in consideration of completion of the aforesaid job, the contract price at the time specified and in the manner prescribed in the Award of Contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have unto set their respective hands and seals) the day and year first above written.

Signature of the Company  
(Name and designation with Office Seal)

Signature of the Contractor  
(Name and designation with Office Seal)

Witnesses: 1.

2.

## BILL OF QUOTE

## AMBULANCE SERVICE CONTRACT TENDER - 2024-26

TENDER No. ESER/P&amp;A/AMBULANCE/040424/005 DATED: 06.03.2024

The rate shall include contract charges, maintenance charges, fuel, wages for Driver / Cleaner, Insurance, Road Tax and all other Statutory Levies & Taxes, PSV Permit charges etc. including the contingent requirements (if any) except applicable GST (Manufactured on or after 1.1.2022).

Sl No	Type of Vehicle	Hrs / Day	Minimum usage KM per Month	Monthly rental for Ambulance (including Min.usage per Column 4) (Rs)	Rate per Extra KM (In Rs)	Total Amount (excluding GST) (Rs)
(1)	(2)	(3)	(4)	(5)	(6)**	(7)
1.	Tempo Traveller AC Ambulance Van with Accessories Manufactured on or after 1.1.2022.	24	100			

L1 rate will be arrived based upon monthly base rate quoted. Rate for extra kilometer will be negotiated with the L1 Bidder on mutual agreed basis.

- The above mentioned rates are exclusive of GST.
- For additional kilometer, charges will be paid only when the running kilometer exceeds 100 KM per month, as per finalized contract rate.
- One number New Tempo Traveller AC Ambulance Van with Accessories Manufactured on or after 1.1.2022. Monthly rent including usage of 100 KM/ Month and rate for extra KM.
- Driver Salary Details - Working Days 26 Days in a Month & one day Weekly Off is Mandatory.
- Weekly off is mandatory. Double wages should be paid on holidays. Three drivers/ 8 hrs basis (one Driver per Shift) and statutory requirements should be fulfilled.
- Fresh drivers shall be engaged during the night hours. i.e., Three shift system/Day to be adhered strictly
- The Drivers can avail the canteen facilities at 50% Subsidized cost during the contract period. The canteen charges will be recovered from the Contractor's bill on monthly basis.
- The successful bidder shall provide the New AC Ambulance van from the date of letter of intent / Award of Contract and 30 days vehicle mobilization period shall be given to provide the van as per NIT.

\*\* For additional kilometer, charges will be paid only when the running kilometer exceeds 100 KM per month, as per finalized contract rate.

\*\* Monthly rent including usage of 100 KM and rate for extra KM will be taken into account for evaluation purpose.

**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 &amp; 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 &amp; 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><a href="https://dipp.gov.in/public-procurements">https://dipp.gov.in/public-procurements</a>  <a href="https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf">https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf">https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf</a>  <a href="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%204th%20June%202020.pdf</a>  <a href="https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf">https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</a></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 &amp; 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>

TO BE FURNISHED IN YOUR COMPANY'S LETTER HEAD)

Date:

To

Madras Fertilizers Ltd  
Manali,  
Chennai - 600 068

Sub: Not De-listed Certificate

We, \_\_\_\_\_ (Company Name), hereby declare that we have 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.

Signature of the Authorized Person :

Name of the Authorized Person :

Designation of the authorized person :

Company's Seal :

\* \* \*