



## MADRAS FERTILIZERS LIMITED

(A GOVT. OF INDIA UNDERTAKING)  
MANALI, CHENNAI-600 068

### NOTICE INVITING TENDER FOR

**"APPOINTMENT OF ANNUAL CONTRACT FOR TRANSPORTATION OF  
BIO-FERTILIZERS FROM MFL-MANALI BIO-UNIT TO VARIOUS  
DESTINATIONS IN TAMIL NADU, KERALA AND PUDUCHERRY FOR  
THE YEAR 2023-24"**

**TENDER No. ESER/PRODN/BIO TRANSPORT/120424/002 DATED  
14.03.2024**

### SUMMARY

Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.co.in](http://www.madrasfert.co.in). **"APPOINTMENT OF ANNUAL CONTRACT FOR TRANSPORTATION OF BIO-FERTILIZERS FROM MFL-MANALI BIO-UNIT TO VARIOUS DESTINATIONS IN TAMIL NADU, KERALA AND PUDUCHERRY FOR THE YEAR 2023-24"** or Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app>. Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following:

E-Procurement Cell Contact person & e-mail ids.	Mr K Mohamed Eshak 044 - 25945318 <a href="mailto:epro@madrasfert.co.in">epro@madrasfert.co.in</a> <a href="mailto:epro1@madrasfert.co.in">epro1@madrasfert.co.in</a> ;
User dept. contact person & e-mail id	Mr T K Sundaravadivelu 044-25945443 <a href="mailto:cmprodnbe@madrasfert.co.in">cmprodnbe@madrasfert.co.in</a>
Estimated Value of Tender	Rs. 47,04,955/-
Nature of Bidding	Two Stage Bidding : 1. EMD, 2. Technical and 3. Price bid.
Commencement of viewing and downloading tender document from e-Tender Website	14.03.2024
Pre-Bid Meeting date & time	Bidders are advised to attend the pre-bid meeting on 25.03.2024 @ 10:00 hrs.
Due date & Time for submission	12.04.2024 upto 16:00 hrs.
Technical Bid Opening Date & time	15.04.2024 @ 14:00 hrs.
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price bid.
Bid Validity	120 days from the tender opening date.

Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount (If applicable)	<p>Rs.94,099 [Rupees Ninety Four Thousand Ninety Nine only]. Original EMD is in the form of DD/Insurance Surety Bond/BG/RTGS should be furnished in a separate sealed cover super scribe as EMD for <b>TENDER No: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024</b> and the same should be addressed to DGM-Production and sent on or before 16.04.2024</p> <p>Bidders with NSIC/MSE valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid before the closing date and time of tender. If such valid certificates are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.</p>
Security Deposit (SD)	5% of the Total Contract Value (excluding applicable GST) will be collected within 21days in the event of placement of award of contract. Claim period should be one year from the Expiry date of BG. <b>(Annexure – 9)</b>
Mode of Payment for EMD and SD	By DD/ Insurance Surety Bond/BG/ RTGS in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee <b>(Annexure-7 for EMD &amp; Annexure-9 for SD)</b>
EMD & SD BG Validity	<p>For EMD 165 days from the due date of bid submission.</p> <p>For SD 60 days after the date of completion of contract. Claim period should be one year from the expiry date of BG.</p>
Payment Term	Monthly basis. 60 days (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) credit payment thru RTGS/ NEFT from the date of receipt of bill subject to acceptance.
Payment Mode	RTGS/NEFT
Contract Period	One year 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.
Bid Evaluation Basis	<ul style="list-style-type: none"> <li>Price bids of the techno-commercially qualified bidders will be opened. Lowest bidder (L1) will be identified based on the total landed cost, per Annexure- 5.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ MFL Reserves the right to go for Reverse Auction process, if required, or may finalize the tender without Reverse Auction.</li> <li>▪ Negotiation shall be conducted, if warranted.</li> <li>▪ The contract will be awarded to L1 / R1 bidder.</li> </ul>
Reverse Auction or Negotiation (If RA Fails)	<ul style="list-style-type: none"> <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.</li> <li>• For H1 elimination, MFL requires minimum of 5 bidders. Hence, after opening the price bids, the H1 bidder / bidders will be eliminated, subject to minimum number of eligible bidders for Reverse Auction are 5.</li> <li>• If necessary, negotiation shall be conducted with L1/ R1 Party.</li> </ul>
Scope of work	Refer Annexure – 2

**Dy. General Manager**  
**Production**  
**Madras Fertilizers Limited**  
**Manali, Chennai – 600 068.**

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### **LIST OF ANNEXURES**

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3	Prequalification Criteria (PQ)	Annexure 3
4	Techno Commercial Document	Annexure 4
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## **ANNEXURE - 1**

### **INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER**

**TENDER No: ESER/PRODN/BIO TRANSPORT/120424/002 DATED  
14.03.2024**

#### **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 nCode / eMudhra / 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).

- 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 the 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) The total size of the documents to be uploaded shall not exceed 50 MB. Documents shall be compressed and placed in the relevant folders to accommodate within 50 MB.
- 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.

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## **ANNEXURE - 2**

### **SCOPE / DESCRIPTION OF WORK & AREA OF OPERATIONS**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 DATED  
14.03.2024**

#### **1.1 MFL - MANALI, CHENNAI**

Transportation of bagged Bio-fertilizers from MFL Manali, Chennai to various destinations in Southern States and effecting safe delivery to nominated consignees and forwarding the acknowledgement for the product so delivered. Should complete and submit all the documents in the prescribed format.

The Transport contractor shall commence the work after the receipt of order from the company and shall proceed with the same with due expedition and without delay.

- 1.2 About 300 MT of bio fertilizers is to be produced at MFL Manali Bio Unit for the year 2023-24 and to be moved to various dealer locations of the following Southern states.

<b>Sl.No</b>	<b>State</b>	<b>Planned Qty (MT)</b>
01	Tamil Nadu	280
02	Kerala	15
03	Puducherry	05
<b>Total</b>		<b>300</b>

- 1.3 MFL does not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the contractor to demand that the work relating to all or any items thereof should necessarily or exclusively be entrusted to him. MFL will also have the exclusive right to appoint one or more contractors for any or all the service mentioned hereunder and to divide the work between such contractors in any manner and no claim shall lie against MFL.

- 1.4 The quantity may vary according to MFL requirement.

- 1.5 The successful transporter shall ensure that the Bio-fertilizers handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time from MFL Manali, Chennai.

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### **ANNEXURE - 3**

#### **PRE-QUALIFICATION CRITERIA**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

1.0 The following criteria are required for pre-qualification of vendors for transportation of bagged Bio-fertilizers from MFL Manali, Chennai to various destinations in Tamil Nadu, Kerala & Puducherry.

- a) Tenderers shall have one year experience in Handling and Delivery of Parcel services in the last 10 years ending on 31.12.2023 which should be either of the following:

Three similar completed works each costing not less than the amount equal to 20% of estimated value of the tender

[or]

Two similar completed works each costing not less than the amount equal to 30% of estimated value of the tender

[or]

One similar completed work costing not less than the amount equal to 50% of estimated value of the tender

#### **Relaxation for Start-ups (whether MSE or otherwise)/ MSEs:**

One similar completed works costing not less than the amount equal to 20% of the estimated value of the tender during the last 12 years ending on 31.12.2023.

- b) Should have transporting facility at various destinations in Tamil Nadu, Kerala & Puducherry.
- c) Should have an Office in Chennai for transportation of Bio-fertilizer bags from MFL Manali Unit to respective delivery point.
- d) Tenderer whose average annual financial turnover is more than or equal to 15% of estimated contract value in the financial years 2020-21, 2021-22 & 2022-23 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2020-21, 2021-22 & 2022-23).

#### **Relaxation for Start-ups (whether MSE or otherwise)/ MSEs:**

Tenderer shall have annual financial turnover more than or equal to 15% of estimated contract value in any one of the last three financial years i.e. 2020-21, 2021-22 & 2022-23 and shall attach copy of Income Tax Returns filed for the same year.

- e) The tenderer should not be banned/ black listed and put on Holiday list by MFL or any other Govt. Department/ Financial Institutions.

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

**2.0 Documents required:**

- a) Contract award letter copies / performance certificate from any organization to prove experience in the field, as detailed above.
  - b) List of delivery points available in Tamil Nadu, Kerala & Puducherry.
  - c) Audited statement of accounts with auditor's membership number, for last three financial years i.e. 2020-21, 2021-22 & 2022-23 as a proof for the above financial turnover.
  - d) Self-declaration regarding clause 1.0 (e) of prequalification criteria as given in **Annexure-12**
- Sealed & signed copies of the above documents are to be uploaded as Attachment with the on-line submission of bids along with the document uploaded checklist.
  - After tender opening and while processing the bids, if any document(s) is/ are not found to be there, MFL will seek thru email the required documents and the Vendor shall submit the same within the date stipulated in the email.
  - Tenders will be rejected for non-submission of the relevant valid documents.
  - If the Tenderer is under Holiday List/ De-list or having any litigation with MFL, they need not apply. And also, if the Tenderer is under Black List in any State / Central Government or other PSUs, then they need not apply.

**3.0 CRITERIA FOR SELECTION**

The following factors will be taken into account for selection.

- The selection will be on L1 basis based on the total amount mentioned as per Annexure-5.
- Offer Validity – 120 days from the date of opening the technical bid.

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### **UPLOADED DOCUMENT CHECKLIST**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

<b>Sl.No.</b>	<b>Document</b>	<b>Yes</b>	<b>No</b>
1	Scope of work- <b>Annexure 2</b>		
2	Prequalification Criteria- <b>Annexure 3</b>		
3	Copies of experience certificate/ award of work as per 1.0 (a) of <b>Annexure 3</b>		
4	List of delivery points available in Tamil Nadu & Puducherry		
5	Self-declaration stating not banned and black listed by MFL or any other Govt. Department <b>(as per Annexure 12)</b>		
6	Average three financial year turnover (2020-21, 2021-22 & 2022-23) with auditor's membership number		
7	Income Tax Returns filed for the three financial years (2020-21, 2021-22 & 2022-23)		
8	Filled and signed copy of Annexure 4		
9	Filled and signed copy of Annexure 11		
10	Filled and signed copy of Annexure 12		
11	Signed copy of Annexure 13		

- Before submission, all the documents should be signed by the Vendor with their Company's seal.

## **ANNEXURE-4**

### **TECHNO-COMMERCIAL BID FORMAT**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

Name of the Tenderer	
Address	
Payment Term	Monthly basis. 60 days (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) credit payment thru RTGS/ NEFT from the date of receipt of bill subject to acceptance.
Payment Mode	RTGS/NEFT
Contract Period	The period of contract will be one year 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.
General Terms & Conditions	As in the <b>Annexure- 10</b>
Service Place	From MFL Manali Plant, Chennai to various destinations in Tamil Nadu & Puducherry.
Bid validity	120 days from the tender opening of Technical bid.
GST No.	
EMD payment details	
Acceptance to give 5% Security Deposit in the event of placement of order/ award of contract	Yes
Acceptance for Penalty clause 14.0 as per Annexure- 10	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 :

**ANNEXURE – 5****BILL OF QUOTE**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**  
**“APPOINTMENT OF ANNUAL CONTRACT FOR TRANSPORTATION OF BIO-FERTILIZERS FROM MFL-MANALI BIO-UNIT TO VARIOUS DESTINATIONS IN TAMIL NADU, KERALA & PUDUCHERRY FOR THE YEAR 2023-24”**

**(GST extra as applicable at the time of billing)**

**(Offer Validity: 120 days from the technical bid opening)**

- Rate quoted should be Exclusive of applicable GST.
- 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.
- 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.
- Door Collection Charges at MFL at free of cost

1	Distance	Upto 100 Kms [A]	101 to 200 Kms [B]	201 to 300 Kms [C]	301 to 500 Kms [D]	501 to 800 Kms [E]
2	Approx. Qty [Kgs]	60,000	1,00,000	1,00,000	30,000	10,000
3	Rate Per KG (Upto Kms)					
4	Amount [Rs.]					

LR Charges						
5	No. of Dealer delivery assumed from Destination branch (Assumed Qty 500 Kgs for each dealers delivery)	120	200	200	60	20
6	LR Charges [Rs.]					

Door Delivery Charges (Lessthan 20 Kms)						
7	Approx. Qty [Kgs]	30,000	50,000	50,000	15,000	5,000
8	Assumed Qty 500 Kgs for each dealer delivery from destination branch					

Door Delivery Charges (Morethan 20 to 40 Kms)						
9	Approx. Qty [Kgs]	30,000	50,000	50,000	15,000	5,000
10	Assumed Qty 500 Kgs for each dealers delivery from destination branch					

11	Total [Rs.] [S.No.04+06+08+10]					
12	<b>Overall cost for Transportation of Bio-Fertilizers [Rs.] [A+B+C+D+E in S.No.11]</b>					

## **ANNEXURE - 6**

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

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

- The tenderer shall submit the Earnest Money Deposit of Rs.94,099 [Rupees Ninety Four Thousand Ninety Nine only] by way of Insurance Surety Bond or Demand Draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the approved format **(Annexure 7)** valid for 45 days beyond the offer validity period of the bid or thru RTGS per details furnished in Annexure-14.
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-Production, MFL, Manali, Chennai-600 068, within 3 working days from the date of technical bid opening.
- Holders of valid certificates obtained from NSIC or MSE can claim exemption from EMD payment against proof of valid documents.
- The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
- EMD shall not carry any interest. EMD shall be returned or refunded to the unsuccessful tenderers only after finalization of contract, if paid by way of BG or DD, through RTGS or NEFT transfers.
- After submission of 5% of the contract value as security deposit, by way of DD/BG or through RTGS by the successful tenderer, EMD submitted by way of BG will be returned to them. EMD will be refunded to the successful tenderers only after receipt of Security Deposit.
- Offers without EMD or valid NSIC/MSE Certificates for exemption from EMD Payment, will be rejected.
- 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 within 21 days from the date of award of the contract.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- EMD payment either in the form of DD or Insurance Surety Bond or BG or thru RTGS, or if seeking exemption based on NSIC Unit, DGS & D and MSE with relevant certificates to be directly sent to DGM- Production, Madras Fertilizers Ltd., Manali, Chennai-600 068, with clear superscription on the cover as "EMD for APPOINTMENT OF ANNUAL CONTRACT FOR TRANSPORTATION OF BIO FERTILIZERS FROM MFL MANALI BIO-UNIT TO THE STATES OF TAMIL NADU, KERALA AND PUDUCHERRY FOR THE YEAR 2023-24" **TENDER No: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**
- EMD cover should reach the office of DGM-Production, Madras Fertilizers Ltd., Manali, Chennai 600 068, on or before the date & time mentioned for the submission of technical bids. Online technical bids without receipt of EMD in time will be rejected.

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## **ANNEXURE - 7**

### **FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

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

#### **THE CONDITIONS OF THIS OBLIGATION ARE:**

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

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

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

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

.....  
**Name and designation of the officer**

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

## **ANNEXURE - 8**

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

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

- ❖ The successful tenderer shall pay 5% of the total contract value (excluding applicable GST) towards Security Deposit (SD) by Demand Draft or Insurance Surety Bond or Bank Guarantee in the approved format (**Annexure 9**) validity of 60 days beyond the completion of the contract, issued by a Schedule Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per **Annexure-14**, within 21 days from the date of issue of Award of Contract. Claim period should be one year from the Expiry date of BG validity. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM-Production, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded after the completion of one year contract period subject to the contractor carrying out all the obligations or operations as required per tender.
- ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation or insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
- ❖ In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims & in case of BG, the same shall be invoked, in the event of breach of contract or failures by the contractor, if any.
- ❖ SD shall not carry any interest.

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## **ANNEXURE – 9**

### **BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Here in after called "the Company") having agreed to exempt \_\_\_\_\_ (Here in after 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 \_\_\_\_\_ (Here in after 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 \_\_\_\_\_ (Rupees \_\_\_\_\_). We \_\_\_\_\_ (Here in after referred as "Bank") at the request of \_\_\_\_\_ do hereby undertake to pay to the company an amount not exceeding \_\_\_\_\_ (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 \_\_\_\_\_ (Rupees \_\_\_\_\_).

We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) or 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) or 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) or 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 `\_\_\_\_\_ (Rupees \_\_\_\_\_). Our guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is received by us in writing on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

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

**(Signature of the authorized officer of the Bank) -----**

**Name and designation of the officer -----**

**Seal, Name & address of the Bank and address of the Branch.**

## **ANNEXURE - 10**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

#### **1.0 DEFINITIONS:**

- a. The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- b. "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.
- c. "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- d. "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.
- e. "Company's Representatives" shall mean and include the General Manager (Plant), Deputy General Manager (Production & Technical Services) or other officers of the Company in-charge of Plant operations.

#### **2.0 PERIOD OF CONTRACT:**

- a. The period of contract will be one year 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.
- b. If the contract is extended for one more year or part, the contractor has to pay additional security deposit for the increased contract value towards the extended period.

#### **3.0 PLACE OF WORK:**

The Contractor shall be responsible for rendering Services in Madras Fertilizers Ltd, as in the places specified in the scope of work.

#### **4.0 RATES:**

- a. The tenderers shall quote the rate inclusive of all incidental charges & statutory levies in the proforma, "BILL OF QUOTE" furnished as Annexure-5. MFL will not pay any amount other than the contract rate(s). Rates finalized shall remain firm during contract period irrespective of any external obligations whatsoever.
- b. No claim for payment in respect of any items including driver/cleaner other workers Wages/ Bata, overtime, PF, Gratuity, Workers compensation/Claims, wage increase/revision etc., The rates quoted shall be firm, not subject to escalation of any kind and shall be valid for 120 days from the due date of submission of tender.

- c. Contractor should discuss with MFL, and ascertain the nature, responsibilities, and scope of the job involved and field conditions before quoting the tender. This is necessary so that the tender quoted will be realistic and practical.
- d. The rates quoted shall be valid for a period of one year from the date of issue of Letter of Intent / Award of Letter. If the contract can be extended for one more year with mutual consent at the same rates, terms and conditions, provided no downward trend of prices.

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

- a. Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- b. Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of MFL.
- c. 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.
- d. Acceptance of the tender will be intimated to the successful tenderer through Award of Contract letter. The successful tenderer should submit the Security Deposit before executing an Agreement within the time specified in the Letter of Intent. In the event of failure on the part of the Contractor to sign the Agreement 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.

## **6.0 BASIS OF ARRIVING AT L1/ R1 TENDERER:**

- The bidder who quoted the lowest rates in the Price Bid shall be considered as L1 tenderer.
- However, during Reverse Auction, the bidder, who quoted the lowest rates shall be considered as R1 tenderer (Final L1 Tenderer)
- MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders. Business Rules for Reverse Auction will be circulated, if Reverse Auction is necessary and the same needs to be accepted and signed by the technically shortlisted bidder.

## **7.0 REVERSE AUCTION/ NEGOTIATION:**

Reverse Auction /Negotiation may be conducted if required.

## **8.0 SPLITTING UP OF JOBS:**

100% job will be awarded to the L1/R1 tenderer.

## **9.0 SUBLETTING AND TRANSFER:**

- a. The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- b. The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- c. If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

## **10.0 PAYMENT TERMS:**

- 1.1 The contractor shall submit his bills monthly in triplicate for the services rendered by him and 60 days (45 days for MSEs) credit payment will be made by the Accounts Department of Madras Fertilizers Limited from the date of submission of bill on completion of the job thru RTGS/NEFT transfer.
- 1.2 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.
- 1.3 "From the payments to the contractor against the bills for the services rendered, amount towards statutory levies and wages to the contract workmen to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities and payment of wages to workers".
- 1.4 The contractor shall be paid in respect of the services rendered and contract performed in Annexure-2 as at the contracted rates. The rates herein provided shall not be subjected to any change for any reason.
- 1.5 The contractor shall submit his bill after bio-fertilizer despatch. The submitted bill will be signed by Dy. Manager-Production of the concerned Plant or his authorized representative and certified by the concerned Plant Manager. The Company will endeavour to settle the bill after 60 days from the date of

submission of bill. The applicable rate of income tax at source will be deducted from the bill. Non-payment of bills by MFL cannot be claimed as reason by the contractor for his non-payment of wages to his workmen or any other statutory payments as and when required. The contractor shall not be entitled to any interest on the outstanding bills.

#### **11.0 COMPLIANCE OF LABOUR LAWS:**

- a. 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 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 quote the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- b. 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 there under. 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.
- c. 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.
- d. 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 the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- e. 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.
- f. 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. Unauthorized / Prohibited materials should not be carried by the truck supplied by the contractor. Any such damage caused should be reported to the concerned official immediately on occurrence.

- g. If the contractors while entering or leaving and/or in the process of delivering goods in premises causes any damage to any property/person, such losses shall be reimbursed by the contractor and the quantum of loss as fixed by MFL shall be final and shall not be disputed. Any such damage caused should be reported to the concerned official immediately on occurrence.
- h. Any accident / injury to his contract personnel should be dealt by the contractor himself and compensation, if any, is to be paid by the contractor using his ESI – Payments and relevant documents. Even though it is the responsibility of the contractor to deal with such accident/incident, any expenditure incurred by MFL due to emergency support will be recovered from the contractor.
- i. The contractor shall get registered under GST act and pay the taxes regularly.

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

- a. 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.
- b. The contractor shall ensure that no personnel under the contractor will be allowed to use the drums for any type of support or for any makeshift arrangements.
- c. 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.
- d. 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.
- e. 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 fulfilment of the above conditions. The company will also have a right to recover the balance amount due to MFL by the contractor.
- f. The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of the contract man 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.
- g. 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 debited to the contractor.

- h. Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the contractor a place for construction of Temporary office Accommodation / Storage facilities or Godown etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

### **13.0 PENALTY CLAUSE:**

- a. The company will impose a penalty of Rs.5000/- per consignment dispatch in case of any failure. Negligence or refusal on part of the contractor to dispatch trip, a penalty of Rs.500/- per delivery will be imposed due to inadequate engagement of truck/driver by the contractor.
- b. MFL shall be at liberty to recover the quantum of any damages, losses, costs or expenses incurred by them due to contractor's negligence. The amounts shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with MFL or from any security deposits of the contractor with MFL. Should these sums be not sufficient to cover the full amount claimed by MFL, the contractor shall pay MFL, on demand, the balance of the aforesaid amount claimed. The contractor shall enforce discipline among his workmen/ supervisors adhere strictly to all safety procedures as stipulated by the company from time to time. A code of conduct will be signed by the contractor at the time of awarding the contract in enforcing the discipline among his contract men.
- c. In addition to clause 14.0 (b) a penalty equivalent to production loss caused will also be levied and deducted from the bills.
- d. Besides levy of the above penalties, MFL reserves its right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.

### **14.0 DELAYS, STRIKES ETC.**

Strikes or cessation of work by contractor's labour owing to any dispute with the contractor or pertaining to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall pay a penalty of ₹ 10000/- (Rupees Ten thousand only) per day for each day of work stoppage and shall, in addition, also be responsible for any loss/damage which MFL may suffer on this account. In addition to this an amount of penalty equivalent to production loss caused will be levied and deducted from the bills.

### **15.0 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.



## **16.0 SUMMARY TERMINATION:**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

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

- a. The tender duly filled in all respects shall be digitally signed on each page by the tenderer.
- b. The tender and all connected documents shall be digitally signed by all the Partners/Directors/Members of the tender or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tender.
- c. 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 a Limited Company.
- d. 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. The original partnership deed, along with an attested copy, should accompany the tender.
- e. 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. Self attested copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.
- f. Self attested copies of partnership deed and power of attorney shall be submitted along with the tender.

- g. 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 favour 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.

## **18.0 CONSTITUTION OF THE TENDER:**

- a. 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 Deputy General Manager – Production, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- b. The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- c. 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.
- d. 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.

## **19.0 INFORMATION ABOUT TENDERERS**

- a. 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 12**. 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.
- b. The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- c. Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

## **20.0 LAWS GOVERNING THE CONTRACT:**

The contract will be governed by the Law 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).

## **21.0 FORCE MAJEURE:**

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

## **22.0 ARBITRATION CLAUSE:**

- a. 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.
- b. 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.
- c. 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.

## **23.0 GENERAL:**

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

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**ANNEXURE - 11****TENDER'S BANK DETAILS FOR RTGS OR NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S a. NAME		b. Designation :		
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

IFSC- Indian Financial System Code

## **ANNEXURE - 12**

### **INFORMATION ABOUT TENDERER**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

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

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

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

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

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

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

### **SELF DECLARATION**

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

**Place :**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

## **ANNEXURE - 13**

### **TENDERER UNDERTAKING**

**TENDER NO: ESER/PRODN/BIO TRANSPORT/120424/002 Dt.14.03.2024**

#### **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 EMD, SD & Penalty Clause and agrees to invocation of the respective clause(s) in case of non-fulfilment of commitment.
- Declares that M/s NIC provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and or any other clauses or terms of the tender.
- Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.
- Declares that we have not been Delisted / Holiday by other PSU etc..

Name of the authorized person :

Signature of the authorized person :

Designation of the authorized person :

## ANNEXURE 14

### **MFL'S BANK ACCOUNT DETAILS FOR SUBMISSION OF EMD/ SD THRU RTGS**



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.



## **ANNEXURE - 15**

### **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 600 068** (hereinafter called the Company) of the ONE PART and \_\_\_\_\_ (hereinafter called the Contractor) of the OTHER PART.

WHEREAS the Company wants that the job of \_\_\_\_\_ and the Contractor has accepted the same.

Now this Agreement witnessed 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

Signature of the Contractor

(Name and designation with Office Seal) (Name and designation with Office Seal)

Witnesses: 1.

2.

## **ANNEXURE 16**

### **ENGLISH REVERSE AUCTION – BUSINESS RULES**

#### **REQUEST FOR QUOTATION – RFQ**

<b>Auction Document Reference Number</b>	<b>Rule (ARD)</b> <b>MFL/RA/2022/ &lt;&lt;srl.no&gt;&gt;</b>
<b>Process</b>	<b>Online Reverse Auction</b>
<b>Website</b>	<a href="https://eauction.gov.in/eAuction/app(or)"><u>https://eauction.gov.in/eAuction/app(or)</u></a> <a href="https://eprocure.gov.in/eprocure/app"><u>https://eprocure.gov.in/eprocure/app</u></a>
<b>Date &amp; Time of Auction</b>	<<Date and Time>>
<b>Requirement of Item</b>	<<Name of the tender with tender number>>
<b>e-Procurement Cell</b>	044 – 25945318 – 25941261.

**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.

**<<DGM- Department Name>>**

## **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:
  - 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure I.

### **4.0 TRAINING**

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

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

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

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

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

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

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

## **8.0 CONDUCT OF REVERSE AUCTION**

- 8.1 The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 8.2 The Reverse Auction may be conducted by MFL itself using the NIC facility.

## **9.0 TRAINING AND AUCTION**

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

## **10.0 TRANSPARENCY IN BIDS**

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

## **11.0 MASKING OF NAMES**

- 11.1 Names of bidders / vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.
- 11.2 After completion of Reverse Auction, the service provider / auctioneer shall submit a report to MFL with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

## **12.0 START PRICE**

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

## **13.0 DECREMENTAL BID VALUE**

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

## **14.0 COPY OF BUSINESS RULES**

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

## **15.0 REVERSE AUCTION PROCESS**

- 15.1 In order to reduce the time involved in the procurement process, MFL shall be entitled to complete the entire procurement process through a single Reverse Auction.
- 15.2 MFL shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the MFL.
- 15.3 The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction using the specified formats provided (Annexure II & III).

## **16.0 CHANGES IN BUSINESS RULES**

- 16.1 Any change in Business Rules as may become emergent and based on the experience gained shall be made only by MFL.
- 16.2 Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- 16.3 If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by MFL.

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

- 17.1 No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, MFL shall disqualify the vendor / bidders concerned from the reverse auction process.
- 17.2 Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of MFL to any other third party without specific permission in writing from MFL.

- 17.3 Neither MFL nor M/s. NIC can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (MFL shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

#### **18.0 ERRORS AND OMISSIONS**

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

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## **ANNEXURE- I**

### **PROCESS COMPLIANCE FORM**

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

**MFL-BRD Ref No: MFL/RA/2022/ <<srl>>**

Date: <<date>>

To

Madras Fertilizers Limited

(A Govt. of India undertaking)

Manali, Chennai – 600068.

Dear Sir,

Reverse Auction for <<**Description of Goods / Services**>>

*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 "Starting Price"/"Min Decrement"/ extension or bidding systems.

6. We are aware that Buyer (MFL) can accept or reject any of our bids without assigning any reasons whatsoever.
7. Ratio between R1 rate after RA with their initial offer price, is applicable to each and every item of R1 vendor's original offer,
8. The validity of the bids will be 45 days from the date of Reverse Auction.

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

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

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

Name:

Designation:

Signature:

Company Stamp & Seal:



## ANNEXURE II

### POST BID DOCUMENT

**MFL-BRD Ref No: MFL/RA/2022/ <<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.

Name:

Designation:

Signature:

Company Stamp & Seal:

### **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.