

MADRAS FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Manali, Chennai – 600 068
Ph.No: 044 2594 5324 / 325
User Contact Detail: Mr.D.VIJAYASHANKAR – Manager Stores

NOTICE INVITING TENDER

WEB ADVERTISEMENT

LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES

TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026

1.	Description	LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES
2.	Commencement of viewing and downloading tender documents from MFL Website	16-10-2026
3.	Last Date for Bid Submission	16-11-2026 @ 16.00 hrs.
4.	Bid Opening Date	17-11-2026 @ 14.00 hrs.
5.	Bid Validity	75 days from the date of bid closing
6.	Contract Period	Six Months from the date of commencement of Contract.
7.	Type of Bidding	Two Part Part 1 – Technical Bid & Commercial Bid Part 2 – Price Bid
8.	<u>BID SUBMISSION DETAILS (Refer Annexure I)</u> Envelope-I : Technical Bid & Commercial Bid Envelope-II : Price Bid Envelope-III : Containing the above Two Envelopes	
9.	<u>BID OPENING SEQUENCE :</u> Envelope shall be opened in seriatim and if conditions of the preceding envelope are not satisfied, then the succeeding envelope(s) will not be opened. 1. Offers received shall be serially numbered on Envelope- III. 2. First Envelope-III will be opened and then Envelope-I (Technical Bid & Commercial Bid) will be opened.. 3. After evaluation of Technical Bid & Commercial Bid, Envelope-II (Price Bid) of the Techno-Commercially qualified bidders only will be opened	
10.	Payment Term	The contractor shall submit bills once in a month for the work performed during the preceding month and payment will be made within 40 days from the date of receipt of bills. Payment will be made only thru RTGS, after reckoning the credit period from the date for receipt of bills at MFL.
11.	Bid Evaluation Basis	Techno-Commercially Qualified “Overall L1” vendor basis.
12.	Penalty Clause	Applicable as per Annexure-7 , Clause-15 of NIT
13.	Negotiation	If necessitated, will be initiated – At the discretion of MFL.
14.	Scope of work / duties and responsibilities of the contract	Refer Annexure – 2
15.	Terms & Conditions	Refer (Annexure 7 & 8)
16.	Formats: Specification, Quantity & Technical Bid Format & Commercial Bid Format (Annexure – 4 & 5) , Price Bid Format (Annexure 6) , and RTGS Format (Annexure 11)	

Note: Offers received with any deviations with respect to Tender Terms, Conditions, Payment term, Delivery term, etc. will be liable for rejection.

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

LIST OF ANNEXURES

Bid Submission Details	Annexure 1
Scope of Work	Annexure 2
Pre-Qualification Criteria (PQC)	Annexure 3
Technical Specification Bid Format	Annexure 4
Commercial Bid Format	Annexure 5
Price Bid Format	Annexure 6
Special Terms and Conditions	Annexure 7
General Terms and Conditions	Annexure 8
Tenderer Undertaking	Annexure 9
Information about Tenderer	Annexure 10
Vendor Bank Details & Authorisation for RTGS / NEFT Payment	Annexure 11
Public Procurement (Preference to Make in India) and Rule No. 144(XI) of GFR	Annexure 12
Benefits To Micro And Small Enterprises (MSEs)	Annexure 13
Vendor Declaration Certificate of Not Delisted	Annexure 14
Deviation Sheet	Annexure 15
Form of Agreement	Annexure 16

ANNEUXRE – 1**BID SUBMISSION DETAILS**

Offer should be sent in sealed envelope as detailed below:-

To contain Technical Bid & Commercial bid as per the format prescribed in **Annexure – 4 & 5**. Envelope should be sealed & superscribed as

“Envelope I – Technical Bid & Commercial Bid for “TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026”

To contain Price Bid as per the format prescribed in **Annexure – 6**. Envelope should be sealed & superscribed as

“Envelope II – Price Bid for “TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026”

All the above two sealed envelope I and II should be put in a separate Envelope III. The IIIrd envelope should be sealed & superscribed as

“TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026”

& the same should be addressed and sent to

The Deputy General Manager (MM)
Madras Fertilizers Limited
Manali, Chennai – 600 068

SINCE THE TENDERS ARE INVITED IN TWO STAGE BIDDING, TENDERERS ARE REQUIRED TO SUBMIT THE TENDERS AS DETAILED ABOVE. TENDERS, WHICH ARE NOT SUBMITTED AS STIPULATED, WILL NOT BE CONSIDERED AND LIABLE FOR REJECTION.

ANNEUXRE – 2

SCOPE OF WORK

1. Collection of materials from various Railway Stations / Lorry Sheds and Vendor Premises in Chennai City and other specified places within the radius of 150 Km from MFL as given in the schedule, transporting them safely in Contractor's vehicles and delivering them at Madras Fertilizers Limited site at Manali. Similarly, collection of materials from MFL Plant, transporting them safely in Contractors vehicles for booking at Lorry Sheds / Railway Stations and Vendors Premises within the radius of 150 KMs from MFL. The loading and unloading are the responsibility of the Contractor.
2. Transportation of Consignments from Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach- Railway Stations / Lorry Sheds of various Road Transport Companies / Lubricants from Oil Companies at Madhavaram / Rayapuram / Korukkupet / Tondiarpet installations/ Depots and various vendors works in and around MFL upto 150 Km.
3. Transportation of Consignment from MFL Manali for booking of packages at Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach – Railway Station / Lorry Sheds at various Transport Companies and to vendor works in and around MFL upto 150 Km.
4. Collection of Steel materials from Stockyards of SAIL and transporting to factory site as per Company's instructions, including loading into Contractor's Trucks / Trailers and unloading at MFL site at Manali
5. Transporting of consignment is from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km (pprox..) from MFL.
6. Hiring "TEMPO" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 Km and Vice versa.
7. Hiring "LORRY" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 Km and vice versa.
8. The contractor shall have no claims on Madras Fertilizers Limited, if no fixed / considerable volume of work is given to him during the currency of the contract. The quantities mentioned in the schedule are indicative only.
9. The contractor shall arrange to collect the clearing documents (LCAs – Local Collection Advice and MCAs – Material Collection Advice) from Madras Fertilizers Limited not less than three times a week. In the case of LCAs, materials should be collected and delivered within three days excluding any holidays in between. In the case of MCAs, materials should be collected and delivered within two days of collection excluding any holidays, in between, and delivered to us at Manali. Delays in collecting the documents from Madras Fertilizers Limited will not be accepted as a cause for delay in clearing the consignment. In case of delay in delivering the consignments without a valid reason, the company shall have the option to collect such materials by making alternative arrangements and the extra cost for such collection will be recoverable from the contractor.
10. All demurrages on consignment shall be to the contractor's account. However, in cases where it is proved to the satisfaction of Madras Fertilizers Ltd. That demurrage was paid due to circumstances beyond the control of the contractor and was not caused by any of his omission or negligence such payments may be reimbursed by Madras Fertilizers Ltd., on merits.

11. Any demurrage charges for more than ₹1000/- on each consignment, payment by RTGS / Cheque towards demurrage will be issued by MFL in favour of the transporter.
12. The Hamali, Octroi and other charges shall be reimbursed to the contractor at actuals against production of valid vouchers.
13. The contractor should not appoint agent or sublet the rights or liabilities under the contract in full or part thereof without the consent of Madras Fertilizers Ltd.
14. In case of urgent / special collection, special vehicles should be provided by the Contractor for which separate rates indicated in the schedule will be given. Notice of two hours will be given for making arrangements to provide vehicles for the above purpose.
15. The contractor shall be responsible to make good to Madras Fertilizers Ltd. Any loss or extra expenditure incurred as a result of their not making available the required number of vehicles with drivers etc. when requisitioned. The contractor shall provide vehicle for collecting material for any place in and around Chennai, upto 150 kms from MFL and vice versa. A separate trip-sheet to be furnished for claiming such expenditure purpose.
16. Delivery of materials collected against MCAs and LCAs should be effected / delivered at MFL Warehouse at Manali before 2.00 p.m. on any working days. (i.e. Monday to Friday).
17. During the currency of the contract, the contractor shall be responsible for the safe delivery of all materials entrusted to him for transportation and shall indemnify Madras Fertilizers Ltd. Against all claims which may rise on account of loss / damage / breakage / shortage / pilferage of any materials while in his custody.
18. Loading and Unloading at MFL factory site will be responsibility of the contractor, in cases where the consignment is of such nature requiring heavy lift equipment for loading / unloading, the contractor should arrange for the same and produce documentary proof for payments made towards that for reimbursement. However, in cases of unloading at MFL site, MFL may arrange crane or other lift equipment if they are available.
19. Any detention of contractors truck / trailers carrying structural items, beyond reasonable unloading time in MFL due to non-availability of crane / some unavoidable circumstances on the part of MFL, detention charge may be considered after ascertaining the reasons.
20. Loading and unloading at other places will be responsibility of the contractor and the same should be done by him at his cost. Loading and unloading charges are not applicable for a consignment weighing upto 15 kgs.
21. Lashing and securing will be the responsibility of the contractor and the same should be done by him at his cost.
22. For Freight "To-Pay" consignments, the clearing contractor shall pay the freight amount (not exceeding ₹10,000/-) and the same shall be reimbursed to the contractor at actuals, against production of valid vouchers, for each MCA, paid by the contractor.
23. Service charges for handing over / collection of documents to / from vendors / transporters are applicable.

ANNEXURE – 3**PRE-QUALIFICATION CRITERIA (PQC)****PROOF OF EXPERIENCE:**

Tenderer shall have experience in the relevant field during last 3 years ending 31.3.2025 which should be either of the following:

- I. One similar completed work costing not less than the amount equal to **₹1,50,000/-**
(Or)
- II. Two similar completed works each costing not less than the amount equal to **₹94,000/-**
(Or)
- III. Three similar completed works each costing not less than the amount equal to **₹75,000/-**

Tenderer whose **average annual financial turnover** is more than or equal to **₹56,100/-** in the financial years 2022, 2023, 2023-24 & 2024-25 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the three financial years (i.e. 2022-23, 2023-24 & 2024-25).

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

DOCUMENTS REQUIRED:

- a) Contract award letter copies / performance certificate from any organization to prove experience as above.
- b) Audited statement of accounts, for last three financial years i.e. 2022-23, 2023-24 & 2024-25 with auditor's membership number.
- c) If the Tenderer is under Holiday List / De-list or having any litigation with MFL, they need not apply. Tenderer shall submit Self-declaration as given in **ANNEXURE – 14**.

ANNEXURE – 4**TECHNICAL SPECIFICATION BID FORMAT****LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES****TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026**

Sl. No.	Description
1.	Transportation of consignments from Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Stations / Lorry Sheds of various Road Transport Companies / Lubricants from Oil Companies at Madhavaram / Royapuram / Korukkupet / Tondiarpet Installations / Depots and various vendors works in and around MFL upto 150 km. a) Upto 250 kg. (Kilograms) b) From 251 kg. To 1000 kg. (kilograms) c) Above 1000 kg. (kilograms)
2.	Transportation of consignments from MFL Manali for booking of packages at Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Station / Lorry Sheds of various Road Transport Companies and to vendor works in and around MFL upto 150 km. a) Upto 250 kg. (Kilograms) b) From 251 kg. To 1000 kg. (kilograms) c) Above 1000 kg. (kilograms)
3.	Collection of Steel materials from Stockyards of SAIL and transporting to factory site as per Company's instructions, including loading into Contractor's Trucks / Trailers and unloading at MFL site at Manali 1. SAIL 2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (7pprox..) from MFL. a) Minimum Trip: 1. SAIL 2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (7pprox..) from MFL.
4.	Hiring "TEMPO" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa. a) Rate per hour (above 5 hours) b) Minimum charges
5.	Hiring "LORRY" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa. a) Rate per hour (above 5 hours) b) Minimum charges
6.	LOADING / UNLOADING CHARGES While clearing for consignment weighing a) Upto 15 kg. b) From 16 kg. to 50 kg. (Lumpsum)

	c) From 51 kg. to 150 kg. (Lumpsum)
	d) From 151 kg. to 250 kg. (Lumpsum)
	e) From 251 kg. to 500 kg. (Lumpsum)
	f) From 500 kg. And above (Lumpsum)
	NOTE: Loading & Unloading at MFL factory site will be responsibility of the Contractor, in cases where the consignment is of such nature requiring heavy lift equipment for loading / unloading, the contractor should arrange for the same and produce documentary proof for payments made towards that for reimbursement. However, in cases of unloading at MFL site, MFL may arrange crane or other lift equipment if they are available.
7.	SERVICE CHARGES: For handing over / collection of documents to / from Vendors / Transporters / Carriers, etc.,

The above specified technical details are accepted.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

ANNEXURE – 5**COMMERCIAL BID FORMAT****LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES****TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026****TECHNICAL BID REF No: DATE**

1.	Name of the Tenderer	
2.	Address	<u>E-mail</u> <u>Mobile:</u> <u>Land Line:</u>
3.	<u>Payment Term:</u> The contractor shall submit bills once in a month for the work performed during the preceding month and payment will be made within 40 days from the date of receipt of bills. Payment will be made only thru RTGS, after reckoning the credit period from the date for receipt of bills at MFL.	Accepted
4.	<u>Contract Period:</u> Six Months from the date of commencement of Contract	Accepted
5.	<u>Offer Validity:</u> 75 days from the Date of Bid Closing	Accepted
6.	<u>Bid Evaluation Basis:</u> Techno-Commercially Qualified “Overall L1” vendor basis.	Accepted
7.	<u>Acceptance of Penalty Clause:</u> For collection and delivery of materials / documents beyond 3 working days, penalty at the rate of 0.5% on Contractors Bill value for every week of delay subject to maximum of 5% of Bill value will be deducted.	Yes
8.	Acceptance of all other Terms & Conditions, Per Annexure – 7 & 8	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEXURE – 6**MODEL PRICE BID FORMAT****LOCAL COLLECTION OF MATERIALS AND DELIVERY AT MFL STORES****TENDER No. MM/LOCAL CLEARANCE/16-11-2026/002 DT.16-10-2026 DUE DATE. 16-11-2026**

Sl. No.	Description	Rates (₹)	
1.	Transportation of consignments from Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Stations / Lorry Sheds of various Road Transport Companies / Lubricants from Oil Companies at Madhavaram / Royapuram / Korukkupet / Tondiarpet Installations / Depots and various vendors works in and around MFL upto 150 km.		
	a) Upto 250 kg. (Kilograms)	₹ per consignment	
	b) From 251 kg. To 1000 kg. (kilograms)	₹ per consignment	
	c) Above 1000 kg. (kilograms)	₹ per MT	
2.	Transportation of consignments from MFL Manali for booking of packages at Thiruvottiyur / Salt Cotaurs / Central / Egmore / Beach Railway Station / Lorry Sheds of various Road Transport Companies and to vendor works in and around MFL upto 150 km.		
	a) Upto 250 kg. (Kilograms)	₹ per consignment	
	b) From 251 kg. To 1000 kg. (kilograms)	₹ per consignment	
	c) Above 1000 kg. (kilograms)	₹ per MT	
3.	Collection of Steel materials from Stockyards of SAIL and transporting to factory site as per Company's instructions, including loading into Contractor's Trucks / Trailers and unloading at MFL site at Manali	TRUCK (Above 15 MT) (₹. Per MT)	TRAILER (Above 15 MT) (₹. Per MT)
	1. SAIL	₹	₹
	2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (approx.) from MFL.	₹	₹
	a) Minimum Trip:	TRUCK (Above 15 MT) (₹. Per MT)	TRAILER (Above 15 MT) (₹. Per MT)
	1. SAIL	₹	₹
	2. Consignment from any other re-rolling / Agent's Yard to MFL, within a radius of 150 km. (approx.) from MFL.	₹	₹
4.	Hiring "TEMPO" to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa.		
	a) Rate per hour (above 5 hours)	₹	
	b) Minimum charges	₹	

5.	Hiring “LORRY” to the Company for use by the Company from MFL site at Manali to any places in and around MFL upto 150 km. and vice versa.	
	a) Rate per hour (above 5 hours)	₹
	b) Minimum charges	₹
6.	LOADING / UNLOADING CHARGES	
	While clearing for consignment weighing	
	a) Upto 15 kg.	Not applicable
	b) From 16 kg. to 50 kg. (Lumpsum)	₹
	c) From 51 kg. to 150 kg. (Lumpsum)	₹
	d) From 151 kg. to 250 kg. (Lumpsum)	₹
	e) From 251 kg. to 500 kg. (Lumpsum)	₹
	f) From 500 kg. And above (Lumpsum)	₹
	a) Upto 15 kg.	Not applicable
	NOTE: Loading & Unloading at MFL factory site will be responsibility of the Contractor, in cases where the consignment is of such nature requiring heavy lift equipment for loading / unloading, the contractor should arrange for the same and produce documentary proof for payments made towards that for reimbursement. However, in cases of unloading at MFL site, MFL may arrange crane or other lift equipment if they are available.	Per clause under “CONTRACTOR’S RESPONSIBILITIES
7.	SERVICE CHARGES: For handing over / collection of documents to / from Vendors / Transporters / Carriers, etc.,	₹

Note:

- While quoting, the tenderer has to reckon all the components, i.e. labour cost and their statutory payments, tools and tackle, transportation, overhead cost, administrative charges, profit and cost of safety apparels to be issued to workers etc.
- Rates quoted shall be inclusive of all statutory duties and levies except GST
- Percentage of GST will be extra as applicable.
- 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.
- Truck / Trailer shall be engaged by the Contractor depending upon the size of the steel material collected from stockyard.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEXURE – 7

SPECIAL TERMS & CONDITIONS

1. 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 awarded / 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 Deputy General Manager (MM or other officers of the Company assigned for the purpose.

2. PERIOD OF CONTRACT:

The contract shall be for a period of Six Months from the date of commencement of contract with a provision to extend the contract for further period of Six Months with mutual consent.

3. PLACE OF WORK:

The Contractor shall be responsible for rendering the Services in the places specified in the scope of work.

4. RATES:

- 4.1 The tenderers shall quote the rate inclusive of all statutory levies and duties excluding GST in the proforma, “PRICE BID”. GST will be extra as applicable.
- 4.2 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of MFL.
- 4.3 The rates quoted shall be valid for the entire period of contract from the date of issue of Letter of Intent / Award of Letter.

5. DELIVERY OF TENDER:

- 5.1 The tender form shall be filled in by the tenderer neatly and accurately. Any alteration, erasure or over-writing shall render the tender invalid. Alteration neatly carried out and duly attested over the full signature of the tenderers, however, shall be permitted.
- 5.2 The tenderers shall submit the tender documents intact without detaching any page or pages, duly filled in/completed and signed on each page of tender form, including the Schedule of Rates. In case the relevant documentary proof not attached along with the Tender document, the same will be rejected.
- 5.3 Cover 1– Technical and Commercial – Un-priced Bid must be duly completed, sealed in a separate cover and superscribed as **“Cover 1 –Technical and Commercial – Un-priced Bid mentioning the above Tender No.**

5.4 Cover 2 – Rate Bid must be duly completed, sealed in a separate cover and superscribed as **“Cover 2 – Rate Bid mentioning the above Tender No.”**

5.5 Name and address of the Tenderer should be clearly written on all the three sealed covers separately.

5.6 All the two sealed covers should be put in another big cover duly sealed mentioning the tender No. at the top and can be sent by Registered Post to the **Deputy General Manager, MM, Madras Fertilizers Limited, Manali, Chennai 600 068** so as to reach on or before the due date.

6. OPENING AND ACCEPTANCE OF TENDER:

6.1 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.

6.2 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of MFL.

6.3 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.

6.4 Acceptance of the tender will be intimated to the successful tenderer through **Award of Contract** letter.

7. BASIS OF ARRIVING AT L1 TENDERER:

The bidder who quoted the lowest over all rates in the “PRICE BID” shall be considered as L1 tenderer.

8. NEGOTIATION:

If necessitated, will be initiated – At the discretion of MFL.

9. EVALUATION BASIS:

Techno-Commercially Qualified **“Overall L1”** vendor basis.

10. SUCCESSFUL BIDDER SHALL FURNISH THE FOLLOWING:

- GST Registrations Number from which **State** the supplies is being made
- Copy of screen shot of GST filling sequence report taken from GST Portal
- Applicability of TDS – Section, Percentage of TDS to be deducted
- Copy of PAN validity certificate generated from IT Portal
- Please Specify, whether FCM (Forward Cover Mechanism) (or) RCM (Reverse Charge Mechanism), with respect to applicability of GST.

11. SUBLETTING AND TRANSFER:

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.

12. REMUNERATION:

The contractor shall be paid the remuneration in respect of the services performed by him described in the scope of work, at the contracted rates per **Annexure – 6** or the accepted rate.

13. PAYMENT TERMS:

12.1 The contractor shall submit bills once a month for the work performed during the preceding month and payment will be made within 40 days from the date of receipt of bills.

12.2 Payment will be made only thru RTGS, after reckoning the credit period from the date for receipt of bills at MFL.

- Payment will be made on **40 Days Credit Payment** only from date of generation of CRAC and payment will be made thru RTGS/NEFT transfer. **Tenderer to quote only for Credit payment offering a credit period of 45 Days. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to process time and/or force majeure situation.**
- Invoices should be clearly marked with GeM Contract No. and date and the tenderers DC No. and date.
- RTGS Form (**Annexure-10**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment
- **Payments of bill will be processed only when the following conditions are met:**
 - Vendor should generate 3B in GST portal.
 - The bill to be reflected in 2B and 2A of MFL GST portal.
 - The bill number, bill value, GST values to be matched with invoice and 2B/2A of GST portal.
 - In case of RCM bills, vendor should fill the RCM column of GSTR 1 as “Yes”.
 - The invoice should be raised as per the provisions of GST Act.

14. COMPLIANCE OF LABOUR LAWS:

13.1 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 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

15. MFL SAFETY RULES AND REGULATIONS:

14.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work 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 MFL Engineers or other authorized representatives from time to time.

14.2 The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc., should be provided by the contractor to his workmen, in compliance with full safety regulations.

14.3 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.

14.4 The contractor shall ensure that personal protective equipment (per 6.2) needed for the job, are drawn / used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.

14.5 The contractor shall ensure that all supports made for the work shall be properly engineered and fabricated, and shall avoid use of temporary supports like drums and wooden crates.

14.6 No empty drums/cans shall be left in the plant area. The contractor shall dispose of the contents and all empty drums shall be returned to MFL Stores/ Scrap Yard per instructions.

14.7 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.

14.8 In case of any of the contractors' workmen are found misusing the drums for maintenance, the contractor will be liable for penal charges of Rs 1,000/= (Rupees One thousand only) for each of the violation.

14.9 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.

14.10 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.

14.11 The contractor shall obtain Entry tokens / passes from MFL Security Force and distribute to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs 50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.

14.12 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 due to MFL by the contractor.

14.13 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.

14.14 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.

14.15 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

16. PENALTY CLAUSE:

For collection and delivery of materials / documents beyond 3 working days, penalty at the rate of 0.5% on Contractors Bill value for every week of delay subject to maximum of 5% of Bill value will be deducted.

17. 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.

18. SUMMARY TERMINATION:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

19. SIGNING THE TENDER AND DOCUMENTS:

18.1 The tender duly filled in all respects shall be signed on each page by the tenderer.

18.2 The tender and all connected documents shall be 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.

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 a 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. The original partnership deed, along with an attested copy, should accompany the tender.

18.5 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.

18.6 Self attested copies of partnership deed and power of attorney shall be submitted along with 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 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.

20. CONSTITUTION OF THE TENDER:

19.1 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 Deputy General Manager – Maintenance , Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

19.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

19.3 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.

19.4 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.

21. INFORMATION ABOUT TENDERERS:

20.1 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, in the form as per **Annexure-10**.

20.2 Tenders shall be accompanied by all the Schedule / Annexure intact and duly filled in and signed.

22. 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).

23. FORCE MAJEURE:

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.

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.

24. 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.

25. GENERAL:

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

ANNEXURE – 8**GENERAL TERMS & CONDITIONS**

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 75 days from the Date of bid closing. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like “delivery period”, etc.
3. In the event of placing the order, the tenderer should strictly adhere to the delivery date and should accept to deliver the ordered items on or before the delivery date as mentioned in the purchase order or as advised by MFL
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer's offer.
8. Tenderer should clearly indicate the GST % & HSN code, wherever applicable. In case of any change in the GST, the same will be applicable from the effective date of implementation.
9. MFL shall have the right to inspect and test goods at any time and to reject unacceptable goods. The tenderer shall arrange collection of the rejected materials from MFL at his cost.
10. Notwithstanding purchaser's acceptance or right to inspection and / or any other terms and conditions provided in the purchase order, tenderer warrants that all goods supplied hereunder are free from any defects in design materials and workmanship and that they fully comply with the specifications. Purchase order will be issued in reliance on the aforementioned warranty of the tenderer.
11. Demurrage, other expenses incurred owing to the tenderers not complying with the purchaser's instruction will be to the tenderer's account.
12. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
13. Tenderer warrants that the goods described herein, and sale or use of them will not infringe any patent and tenderer covenants that he will defend at his own cost and expense every act which may be brought against the purchaser or against those selling or using the purchaser's products for any alleged infringement of any patent by reason of the sale or use of such articles and tenderer agrees to pay all costs, damages, liens and profits recoverable in any such action.
14. Eligible NSIC registered Micro & Small Enterprises (MSE's) participating in this tender and quoting price within L1 + 15% will be considered. Such bidders may be allowed to supply up to 25% of the Purchase Order value, where it is feasible to place order on more than one bidder by splitting the quantity, provided such bidder is prepared to match the L1 price quoted by the Non-MSE. MSE's owned by SC/ST entrepreneurs may be allowed to supply 4% out of 25% of the Purchase order value. MSE's owned by Women entrepreneurs may be allowed to supply 3% out of 25% of the Purchase order value.

15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
16. The tenderer shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the tenderer and the consequences thereof shall be solely on account of the tenderer. Liability, if any, under this head shall be solely borne and paid for by the tenderer.
17. It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (CAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures.



ANNEXURE – 9**TENDERER UNDERTAKING****THE TENDERER HEREIN**

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts Liquidated Damages clauses 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.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / Black-listed / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 21 of Annexure 5)

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEUXRE – 10**INFORMATION ABOUT TENDERER**

Sl. No.	Information Required	To be Filled in by Tenderer		
1	Name of the Tenderer			
2	Nature of Business (Please ✓ Specify)	Manufacturer	Dealer / Distributor	Supplier
3	Address of Registered Office and Branches			
4	Telegraphic Address and Phone Number, Fax Number, Email ID etc.			
5	GST Registration No.			
6	MSE's Details a) General b) SC / ST c) Women Entrepreneur			
7	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

ANNEXURE – 11**Vendor M/s.....****VENDOR BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR				
VENDOR NAME					
ADDRESS					
TELEPHONE NO.		FAX No.			
EMAIL ID					
CONTACT PERSONS'S NAME		Designation :			
MOBILE NO.					
EMAIL ID					
COMPANY'S PAN NO.					
IMPORT EXPORT CODE					
BANK ACCOUNT NO.					
VENDOR'S BANK NAME					
BANK ADDRESS / PHONE NO.					
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE			
VENDOR'S BANK ACCOUNT NO.		NEFT CODE			
		RTGS CODE			
BANK SWIFT CODE (For foreign vendors)					
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)			
ARE YOU A	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	Woman YES / NO	SC/ST YES / NO
CATEGORY OF THE FIRM	A. Micro		B. Small		C. Medium
REGISTERED WITH	GST No.	SSI No.	MSME No.	OTHERS	
NUMBER					

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

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

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

RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds Transfer

IFSC- Indian Financial System Code.

ANNEXURE – 12**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) AND RULE 144 (XI) OF GFRS**

S.no	Clause	Subject
1	Preference to Make in India	This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019, 20.06.2020 & 16.09.2020 issued by Govt. of India. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 20.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable." 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: https://dipp.gov.in/public-procurements https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-A. 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. In case, a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Linked with Local Content) Policy as well as Purchase Preference Policy for MSME 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once selected cannot be modified subsequently. If the bidder opts for PP-LC, he shall not be entitled to claim the benefits available for MSME bidders under PPP-2012. However, the exemption from furnishing Bidding Document Fee & Bid security/ EMD shall continue to be available to MSE bidders. 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.

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

S.no	Clause	Subject
2	As mentioned above	I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority. II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: - - An entity incorporated, established or registered in such a country; or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a country; or - An entity whose beneficial owner is situated in such a country; or - An Indian (or other) agent of such an entity; or - A natural person who is a citizen of such a country; or - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above IV. The beneficial owner for the purpose of (iii) above will be as under: - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation— "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature and Seal of the Company

Annexure –(A)

Declaration to be issued on Company letter head

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

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

(Strike off whichever is not applicable)

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

- Tender Item No./ (s)-

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

.....
.....

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

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

Seal and Signature of authorized
signatory

Special Note-

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

Annexure-(B)

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

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

Tender Name :

Tender No. :

Project / Description :

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

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

For and behalf of (Name of the bidder)

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

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

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

Tender Name :

Tender No. :

Project / Description :

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

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

Evidence of valid registration by the Competent Authority is attached.

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

For and behalf of _____ (Name of the bidder)

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

* * *

ANNEXURE – 13

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/Taluka Magistrate/Executive Magistrate /Extra Assistant Commissioner
 - Chief Presidency magistrate/Additional Chief Presidency magistrate / Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51 % shares in case of Partnership / Private Limited Companies) bidders must additionally submit certificate from any of the following:
 - Aadhar Udyog Memorandum
 - National Small Industries Corporation (NSIC)
 - Certificate/ document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- v. The registration must be for the items/category of items/services relevant to the tendered items /category of items/ services.

b) Purchase Preference for MSE:

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

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

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

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

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

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

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

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

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

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

ANNEXURE – 14**(TO BE FURNISHED IN YOUR COMPANY'S LETTER HEAD)**

Date:

To

Madras Fertilizers Ltd
Manali,
Chennai 600068

Sub: Not delisted certificate

We, _____ (Company Name), hereby declare that we have not put on Holiday list / Delisted / Black Listed / Debarment 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 :

ANNEXURE – 15
DEVIATION SHEET

(To be filled by the BIDDER on their letter head and send along with their Techno-Commercial (unpriced) Bid Document)

Tender Enquiry No. _____ Dt _____, for **Local Collection of Materials And Delivery At MFL Stores**

Name of Bidder.....

Any deviation/variation offered against the terms & conditions of the tender must be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this sheet.

Sl. No.	Deviation offered to Document / Clause No. of the Tender Document	Deviation Offered
1		
2		
3		
4		
5		
6		
7		

Note:

- Deviations mentioned elsewhere in the offer shall not be taken cognizance by MFL and any such deviations if indicated elsewhere other than this sheet will not be considered valid.
- All other clauses of the **COMMERCIAL/TECHNICAL TERMS AND CONDITIONS** (not mentioned in this form) shall be deemed to be fully complied by the Bidder.
- MFL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.

Sign & Seal of Bidder

ANNEXURE – 16**FORM OF AGREEMENT**

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

This agreement is made on the day of 2023 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 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 (referred in Sl. No.5 above).

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.