



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

**NOTICE INVITING TENDER**

**SUPPLY OF RAW WATER THRU ROAD TANKERS**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

**SUMMARY**

Online bids are invited for “**Supply of Raw Water thru Road Tankers.** Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.co.in](http://www.madrasfert.co.in) [“Tenders” – “e-tenders”] or Central Public Procurement web [www.eprocure.gov.in/eprocure/app](http://www.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** email: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [epro1@madrasfert.co.in](mailto:epro1@madrasfert.co.in)

**Phone:** 044 25945318

**User contact detail: DGM – Production:** [dgmprodn@madrasfert.co.in](mailto:dgmprodn@madrasfert.co.in)

**Phone:** 044 25945438 / 044 25945433

<b>DESCRIPTION: SUPPLY OF RAW WATER THRU ROAD TANKERS</b>	
Nature of Bidding	Two Stage Bidding : 1 <sup>st</sup> Part: Techno-Commercial Bid 2 <sup>nd</sup> Part: Price Bid
Contracted Quantity /Annum	2,64,000 KL + 30% Qty provision
Commencement of viewing and downloading tender document from e-Tender Website	27.03.2026
Due date & Time for submission	16.04.2026 @ 16:00 HRS
Technical Bid Opening Date& time	17.04.2026 @ 14:00 HRS
Bid Validity	75 days from the date of bid closing
Bid Submission (To be uploaded on or before the due date and time)	Two Separate on-line covers (folders)  (1)Techno-Commercial Bid and (2)Price Bid  To be submitted with price break up details as per Annexure-4 on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in Seriatim, i.e. Techno-Commercial Bid and Price Bid.

Price Bid Opening date	Will be intimated to Techno-commercially qualified tenderers only.
Payment Term	<b>60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents)</b> Payment only from the date of receipt of material, subject to acceptance thru RTGS/NEFT transfer.
Delivery Schedule	Supply to be made on need basis per MFL's periodical instruction thru email / phone.
Contract Period	The contract period shall be one year from the date of award of contract.  Contract period can be extended for a period of one more year on the same rates, terms and conditions, on mutual consent, if there is no downward trend in price.
Bid Evaluation Basis	Refer Annexure-6, Clause 19 of NIT
Brief Description of Work	Refer Annexure 2 of NIT
Reverse Auction /Negotiation	Will be conducted if required
EMD / SD	Not applicable

**DGM – PRODUCTION  
MADRAS FERTILIZERS LTD  
MANALI, CHENNAI 600 068**

**LIST OF ANNEXURES**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

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

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

- 1.1 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC)**
- 1.2 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 authorised Certifying Authorities such as nCode / eMudhra /safe script.
- 1.3 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.4 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.5 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.6 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.7 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.8 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
- 1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.12 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.13 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.
- 1.14 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.15 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.
- 1.16 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast.

The total size of the documents in all the covers put together, should be less than or equal to 8 MB.

- 1.17 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.18 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.19 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.20 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.21 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.22 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.23 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.24 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.25 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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**BRIEF DESCRIPTION OF WORK**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

Tenderers are advised to acquaint themselves with the jobs involved. The tenderer in the event of award the contract / PO, is required to **Supply of Raw Water thru Road Tankers** (HSN Code: 2201 entry No.99) per specification to MFL Utility / RO Plant premises at Manali, Chennai 600068 using their own or hired vehicle. The operation to be followed is:

- Weighing the vehicle at MFL Weigh Bridge while coming in and going out of MFL premises;
- Unloading **Supply of Raw Water thru Road Tankers** with their own men at the place assigned by the authorized MFL Personnel; and
- Maintaining trip sheet, Material- in Pass and other documents with signature of authorized MFL personnel for receipt of material.
- Maintaining the statutory documents such as RC Book, fitness certificate emission control certificate and valid license for the driver who is driving the vehicle, is the responsibility of the vendor.
- Maintain good condition of the truck will be the responsibility of the vendor.
- It is the responsibility of the vendor to transport the goods at their own risk and MFL will not be responsible for any damages or whatsoever.
- The tanker will be unloaded after checking the quality and acceptance of water.
- The bidder shall supply water thru tankers as and when required by MFL and supply shall be arranged within 48 Hours from the time of intimation
- Normal requirement will be 1300 KL per Day and in case of emergency the bidder should be able to supply up to 4000 KL per day.

**Water Specifications:**

<b>Parameter</b>	<b>Unit</b>	<b>Value</b>
pH	-	6.5-8.0
Conductivity	mhos	2000 Max
TDS	Mg/l	1000 Max
Total Hardness	Mg/l	600 Max
Turbidity	NTU	15 Max
Chloride as Cl	ppm	400 Max

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**ANNEXURE- 3****TECHNO - COMMERCIAL BID FORMAT****TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

1	Name of the Tenderer	
2	Address	<u>E-mail</u>  <u>Mobile:</u>  <u>Land Line:</u>
3	<b>Payment Term:</b> <b>60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents)</b> Payment only from the date of receipt of material, subject to acceptance thru RTGS/NEFT transfer	Accepted
4	<b>Contract Period : (Refer Annexure 6 Sl. No. 6)</b> "One year from the date of AOC. Contract period can be extended for a period of one more year on the same terms and conditions, on mutual consent."	Accepted
5	<b>Delivery Period: (Refer Annexure 6 Sl. No. 11)</b> Supply to be made on need basis per MFL periodical instruction thru email / phone. Tanker should be arranged within 48 hours from the time of MFL intimation	Accepted
6	<b>Delivery Term</b> :MFL – Site Manali, Chennai – 600 068	Accepted
7	<b>Delivery Place of Supply of Water thru road tanker (Refer Annexure 6 Sl. No. 5)</b> New Raw Water tank area, Cooling Tower basin area & at RO Plant Pond area, Madras Fertilizers Limited, Manali, Chennai 600 068	Accepted
8	<b>Vehicle Insurance</b> - Vendor's Account	Accepted
9	<b>Unloading at MFL (Refer Annexure 6 Sl. No. 5)</b> Tenderer shall coordinate with MFL for the arrangements and unloading the material at MFL Site	Accepted
10	<b>Offer Validity:</b> 75 days from the date of bid closing	Accepted
11	All other terms & conditions ( <b>Refer Annexure – 5 &amp;6</b> )	Accepted

Signature of the authorized person :  
Name of the authorized person :  
Designation of the authorized person :  
Seal of the organization :

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**PRICE BID FORMAT**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

Bidder's Ref No..... dt.....

**Offer Validity: 75 days from the Date of Bid closing**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity KL</b>	<b>Rate Rs./KL</b>	<b>Total amount Excl GST (Rs)</b>
	(A)	(B)	(C)	(D=B x C)
1	SUPPLY OF RAW WATER THRU TANKERS INCLUDING TRANSPORTATION CHARGES	2,64,000	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>	

- The bidders should quote the price in the attached price bid in excel format. The price inclusive of transportation charges.
- **GST is not applicable for tanker water supply.** (HSN Code: 2201 entry No.99)
- Bidders should ensure that prices should not be indicated anywhere in the un-price 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.

**The rates quoted shall be firm and valid for the entire contract period.**

Signature of the authorized person :  
Name of the authorized person :  
Designation of the authorized person :  
Seal of the organization :

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**GENERAL TERMS & CONDITIONS**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

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. 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.
9. Notwithstanding purchaser's acceptance or right to analysis and / or any other terms and conditions provided in the purchase order, tenderer warrants that raw water supplied hereunder fully comply with the specifications. Purchase order will be issued in reliance on the aforementioned warranty of the tenderer.
10. Demurrage, other expenses incurred owing to the tenderers not complying with the purchaser's instruction will be to the tenderer's account.
11. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
12. 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.
13. Eligible NSIC registered Micro, Small & Medium Enterprises (MSMEs) participating in this tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL. Such bidders may be allowed to supply up to 20% of the Purchase Order value if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non MSMEs and where it is feasible to place Order on more than one vendor by splitting the quantity.
14. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

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**SPECIAL TERMS & CONDITIONS**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

**1. CONSTITUTION OF THE TENDER**

After submission of offer by any tenderer and if any contract is awarded to such tenderer based on such offer, from the date of offer and until compliance with all the contractual obligations the tenderer/contractor shall inform by Registered Post to DGM –Production department, Madras Fertilizers Ltd. Manali Chennai 600 068 within 24 hours any change in the composition of the tenderer/contractor and /or any re-constitution of the tenderer /contractor and/or any happenings like death / resignation of any partner / Director / member etc. in the tenderer/contractor organization. On receipt of such information MFL reserves the right either to consider the offer or reject the same and/or continue or terminate the contract, if any awarded to the tenderer.

The tenderer/contractor shall produce the self- attested copy of Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

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

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

**2. VOLUME**

The quantity indicated in the tender is only tentative and the same is subject to revision. MFL reserves the right to increase or decrease the quantity during the contract period.

**3. PRICE & TERMS OF DELIVERY**

In the event of awarding the contract / PO to the tenderer, the ordered rate during the tenure of the contract will be firm. The rate quoted should be for the SUPPLY OF WATER THRU road tanker at our Manali Plant site. Risk in transit is the tenderer's responsibility.

**4. ALLOTMENT OF QUANTITY**

Required sources of supply: **THREE**. If the required three techno-commercially qualified bidders are available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to allocate the quantity in the ratio of 45%:30%:25% between R1, R2 and R3 if Reverse Auction is conducted (or) L1, L2 and L3 if reverse auction is not conducted.

In case, only two techno-commercially qualified bidders are available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to allocate the quantity in the ratio of 65%:35% between R1 and R2 if Reverse Auction is conducted (or) L1 and L2 if reverse auction is not conducted.

In case, only one techno-commercially qualified bidder is available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to place order for 100% quantity on such techno-commercially qualified R1 if Reverse Auction is conducted (or) L1 if reverse auction is not conducted.

MFL reserves the right to award the PO/ Award of Work / Award of Contract to one bidder or multiple bidders.

**5. UNLOADING**

Unloading of water at MFL site i.e, western side of New RW Tank area, Cooling Tower basin area and RO Pond area, tanker unloading point, Madras Fertilizers Limited, Manali, Chennai 600 068 will be in the presence of representative/tanker operator from the vendor, per instruction of MFL supervisor/Manager, concerned.

**6. CONTRACT PERIOD:**

The contract period shall be one year from the date of award of contract.

Contract period can be extended for a period of one more year on the same rates, terms and conditions, on mutual consent, if there is no downward trend in price.

**7. MFL SAFETY RULES & REGULATIONS**

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

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

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

**8. TERMS OF PAYMENT**

Payment will be made on 60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment thru' RTGS from the date of receipt of material, subject to acceptance thru' RTGS. Tenderer to quote only for credit payment offering a credit period of 60 days / 45 days (In case of MSE's). Payment becomes due only from the 61<sup>st</sup> / 46<sup>th</sup> day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to process time and/or force majeure situation.

Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., will be summarily rejected.

Bills have to be drawn on DGM – CA & Taxation, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by proof of delivery.

Bills should be clearly marked with MFL Purchase Order No. and date and the tenderer's DC No. and Date.

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

RTGS Form (Annexure 13) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

**9. SUBLETTING & TRANSFER**

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

**10. CANCELLATION OF ORDER**

Failure to comply with specification, terms & conditions or to perform or deliver as promised shall entitle the Purchaser to cancel all or any part of this order. Nothing herein shall limit the Purchaser's right in the event of the failure to perform by the Seller.

**11. DELIVERY PERIOD**

Supply to be made within 48 Hours from the time of intimation as per MFL requirement, for the contract period of one year or till completion of the Order Quantity and exhaustion of halting period whichever is later.

**12. SUMMARY TERMINATION**

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

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

**13. LAWS GOVERNING THE CONTRACT**

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

**14. DEFINITION**

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

"Tenderer" shall mean and include those entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be.

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

**15. FORCE MAJEURE**

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

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

**16. ARBITRATION**

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

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

**17. COMPLIANCE WITH STATUTORY PROVISIONS**

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

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

**18. DECLARATION IN HOLIDAY LIST/ BLACKLISTED / DEBARMENT PROCEEDINGS**

The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / Blacklisted / 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.

Where the bidder is placed in Holiday list / Blacklisted / Debarment by MFL or by any other Govt. PSUs, even if such bidder participated in the bidding process, their offer will not be considered for evaluation. Where there is pending arbitration proceedings initiated by MFL against any contractor / supplier is / are pending disposal, the offer of such contractor / supplier will not be considered for evaluation.

**19. EVALUATION BASIS**

The price bids of tenderers qualified in the techno-commercial bid alone will be considered for price evaluation and arrival of cost and selection will be on Techno-Commercially qualified R1 basis if Reverse Auction is conducted. Techno-commercially qualified "L1" basis if Reverse Auction is not conducted.

**20. REVERSE AUCTION AND / OR NEGOTIATION**

**Reverse auction:** Reverse Auction will be conducted where there is more than 1 techno-commercially qualified bid.

**I. If number of sources required is only one**

- i. Reverse auction (RA) will be conducted amongst first 50% of the qualified bidders (called cut-off point) arranged in the order of prices from lowest to highest.
- ii. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd ( e.g. if 7 bidders are qualified, then cut-off point will be 4)

Tie-breaker Rule: if multiple bidders have the same price within the cut-off point, all those bidders will be included for the RA.

- iii. In case number of bidders are three or less than three, RA will be between all without any elimination.
- II. If number of sources required is more than one, the cut-off point would be amongst first 50% of the qualified bidders + number of sources required.

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

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

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders thru a Business Rule Document. If Reverse Auction is conducted, the same will be intimated in advance to the techno-commercially shortlisted tenderers to enable them to indicate their acceptance for participation in the Reverse Auction by signing the Business Rule Document.

**21. REJECTION**

All supplies should conform to specification as stipulated in **Annexure 2**. Tenderer should ensure the quality before dispatching the consignment. If the material received is not conforming to our specification, shall be liable for summary rejection.

**22. WEIGHMENT**

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

**23. WEIGHT TO KL CALCULATION**

Considering that water has a specific gravity of 1, one metric tonne (MT) of water is equivalent to one kilolitre (KL). Therefore, payment shall be made in KL based on the weight received in MT.

**24. SHIFTING OF QUANTITY**

MFL reserves the right to shift the quantity from non-performing vendor to performing vendor.

**25. QUANTITY PROVISION**

MFL reserves the right to increase the quantities up to 30% without any change in rates.

**26. INVOICE SUBMISSION**

The vendor shall submit the invoice once every 15 days for the quantity supplied.

**27. VARIATION**

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

**28. SUCCESSFUL BIDDER SHALL FURNISH THE FOLLOWING:**

- Applicability of TDS – Section, Percentage of TDS to be deducted
- Copy of PAN validity certificate generated from IT Portal

**29. INTEGRITY PACT**

- Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annexure-15), which may be deemed to have been signed by MFL. The Tenderer(s) and MFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.

- The Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) for the tender shall be:

**1. Shri. B Ravichandran, IRS (Retd.)**

**Contact No. +91 9482234346,**

**Email: [bravi1958@gmail.com](mailto:bravi1958@gmail.com)**

**2. Shri. M J Joseph, ICAS (Retd.)**

**Contact No. +91 9560697979,**

**Email: [mohan.joseph@gmail.com](mailto:mohan.joseph@gmail.com)**

Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.2 (Two) crores and above, may be addressed to the Independent External Monitor (IEM).

**Please do not direct any general queries to IEM.**

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**TENDERER UNDERTAKING**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

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.
- Declares that M/s National Informatics Center provided the training to participate in e-tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s National Informatics Center.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 18 -Annexure 6)

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

\*\*\*

**INFORMATION ABOUT TENDERER**

**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

<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	Postal Address and Phone Number, Fax Number, Email ID etc.	
4	MSME DETAILS General SC/ST	Number

\*\*\*

**MADRAS FERTILIZERS LIMITED  
TENDERS 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
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium
REGISTERED WITH	GST	SSI	OTHERS
NUMBER			

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

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

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

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

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

Date:

To

Madras Fertilizers Ltd  
Manali,  
Chennai 600068

Sub: Not delisted certificate

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

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

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**ANNEXURE-11****Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017 Clauses**

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

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

S.no	Clause	Subject
2	As mentioned above	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p><b>III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -</b></p> <ol style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or jointventure falls under any of the above</li> </ol> <p>VI. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> <li>1. 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.</li> </ol> <p><b>Explanation—</b></p> <ol style="list-style-type: none"> <li>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;</li> <li>b. "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;</li> </ol> <ol style="list-style-type: none"> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> </ol>

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

**Signature and Seal of the Company**

**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 SI 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.

\*\*\*

**(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)

\* \* \*

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

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

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

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
  - National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission(KVIC)
  - Khadi and Village Industries Board (KVIB)
  - Directorate of Handicrafts and Handloom
  - Aadhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e., SC/ST proprietorship, or holding minimum 51% shares in case of Partnership / Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
  - District / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1<sup>st</sup> 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 LI (evaluated price) bidder is a non- MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part order quantity and participating MSE matches the LI rate.

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

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

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

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

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

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

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

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

**Notes:**

- i. The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders/agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.
- ii. Bidders registered under the "Services" category shall not be considered for supply of material/ stores, as MSE units for Benefits.

**FORM OF AGREEMENT**

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

This agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2026 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  
(Name and designation with Office Seal)

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

Witnesses: 1.

2.

**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 supply of Goods / Works / Services \_\_\_\_\_

**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.

<b>Sl. No.</b>	<b>Deviation offered to Document/Clause No. of the Tender Document</b>	<b>Deviation Offered</b>
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 (Unpriced) Bid.

**Sign & Seal of Bidder**

**INTEGRITY PACT**

**(Applicable for Tenders value is more than Rs 2 Crores)**

**Between**

Madras Fertilizers Limited (MFL) hereinafter referred to as "The Principal",

**And**

..... hereinafter referred to as "The Bidder/Contractor/ Supplier"

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for  
**"SUPPLY OF RAW WATER THRU ROAD TANKERS"**  
**TENDER NO: ESER/PRDN/IP/RAW WATER/160426/001 DATED 27.03.2026**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder / Contractor/Supplier**

- (1) The Bidder / Contractor/Supplier commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process
  - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit /

Performance Bank Guarantee.

- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Punitive Action against violating Bidders / Contractors /Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 - Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in

a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

**SECTION 9- PACT DURATION**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

**SECTION 10- OTHER PROVISIONS**

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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**For the Principal**

**For the Bidder / Contractor /Supplier**

**Place:**

**Witness 1. ....  
(Signature/Name/Address)**

**Date:  
(Signature/Name/Address)**

**Witness 2. ....**