

**MADRAS FERTILIZERS LIMITED**  
**(A GOVT. OF INDIA UNDERTAKING)**  
**MANALI, CHENNAI 600 068**  
**MAINTENANCE DEPARTMENT**  
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**NOTICE INVITING TENDER**

Tender Name	<b>Automatic Sliding Door for Admin Building Main Entrance</b>	
Estimated Value of Tender	<b>Rs.3,83,354/-</b> (Rupees three lakhs eighty three thousand three hundred fifty four only) Excluding GST	
Nature of Bidding	<b>"Two Part"</b> Bidding	
No of Days for Bid Submission	30 days.	
Bid Validity Period	75 days from the date of bid closing.	
Bid Evaluation Basis	<ul style="list-style-type: none"> <li>▪ Techno-commercially qualified bidders will be selected.</li> <li>▪ Price bids of the techno-commercially qualified bidders will be opened. Lowest bidder (L1) will be identified based on the total landed cost, per Annexure- 3.</li> <li>▪ Negotiation shall be conducted with L1 bidder.</li> <li>▪ The contract will be awarded to L1 bidder.</li> </ul>	
Contract period	The period of contract will be 15 days from the date of handing over the site.	
Payment Terms	<p>Payment will be made(as mentioned below) on 60 Days Credit (45 days credit for MSME vendors as per MSME Act, against submission of relevant valid documents) Payment only from date of generation of SDAC and payment will be made thru RTGS/NEFT transfer. Tenderer to quote only for Credit payment offering a credit period of 60 Days/45 Days (In case of MSE's). Payment becomes due only from the 61st/ 46thday from the date of generation of SDAC and payment will be made thru RTGS/NEFT transfer.(Refer-Annexures 7)</p> <p>95% of the bill value will be made on generation of SDAC .  Balance 5% will be retained towards Workmanship Guarantee, which shall be released on furnishing a Bank Guarantee valid for a period of 6 months with claim period of 1 year beyond the date of expiry of validity period in the MFL approved bank guarantee format as in Annexure – 10</p>	
Time To Be Allowed To The Bidder For Technical Clarifications During Technical Evaluation	2 Days	
Negotiation	If Necessitated will be conducted.	
LD Clause	Yes, Applicable.	
General Terms & Conditions	As per GeM GTC	
Contact Person for Technical	<a href="mailto:mgrplanning@madrasfert.co.in">mgrplanning@madrasfert.co.in</a> <a href="mailto:addlmgrmaint@madrasfert.co.in">addlmgrmaint@madrasfert.co.in</a>	044-2594 5371 044-2594 5376

\* Service Delivery Acceptance Certificate

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## **SCOPE OF WORK**

### **Automatic Sliding Door for Admin Building Main Entrance**

#### **Site Preparation & Demolition:**

- Inspect site, including existing structures for compatibility.
- Remove existing manual defective doors.
- Prepare door opening (rough opening) to required dimensions.

#### **Supply & Installation:**

- Install new automatic door operator/mechanism (motor, gearbox, controller).
- Install SS framework, glass panels, and cladding.
- Install sensors (motion/radar and safety infrared) and user activation devices.
- Install program switches (e.g., auto, exit only, open, lock).
- Provide and install required wiring and electrical conduits to the power source.

#### **Commissioning & Testing:**

- Configure opening/closing speed, hold-open time, and sensor range.
- Test safety sensors for obstacle detection.
- Ensure proper alignment for silent, smooth, and, if required, breakaway (emergency) operation.

#### **Finalization:**

- Clean up site and dispose of debris.
- Train personnel on operation and maintenance.

#### **Documentation:**

- Provide warranty, user manual, and wiring diagrams.

#### **Common Requirements:**

- **Power:** 230V AC, 50Hz, single-phase, usually with a dedicated spur.
- **Safety:** Doors must have, and safety sensors to prevent closing on individuals.
- **Manual Override:** Provisions for manual operation during power failures.
- **Materials:** Toughened glass (typically 12mm or higher) and stainless steel frames.

**Sliding door automation mechanism with toughened glass:**

- The automation mechanism should have options to trigger the sliding movement of glass by both a) Motion detection sensor to detect movement of personnel and, b) Face detection access control system.
- The toughened glass should be of 12mm or more thickness.
- The indicative requirement of glass area is approx. 200 sq.foot (the firm may visit SPP and inspect the site to estimate the actual requirement before participating in tender).
- The firm should supply the necessary metal framework and accessories required for the system.
- The system should have conventional key based locking mechanism to use as per requirement.
- The system should be designed fail safe i.e the system should have necessary protections designed to avoid accidental damages (like avoid closing of doors when a person/object present in between the doors etc.).
- The door operation should be silent and smooth.
- The mechanism should operate on 230V AC, Single phase, 50Hz power supply.

**Installation and commissioning:**

- All the required works (Civil, Electrical and Mechanical if any) should be carried out by the firm.
- The firm may visit SPP and inspect the site to evaluate the actual scope of work before participating in tender.

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## **QUALIFICATION CRITERIA**

### **1.0 TECHNICAL CRITERIA:**

1.1 Tenderer shall have experience in Supply and Fixing of Automatic Sliding door during last 7 years ending 31.03.2026 which should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated value of the tender.

(or)

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated value of the tender.

(or)

c) One similar completed work costing not less than the amount equal to 80% of the estimated value of the tender.

### **2.0 OTHER QUALIFICATION:**

The Tenderer should not have been banned/ black listed/ Holiday listed.

### **3.0 DOCUMENTS REQUIRED FOR QUALIFICATION:**

The sealed and signed copies of the following documents are to be uploaded as an attachment with the on-line submission of bids:

a) Copies of Award of Contract and Performance Certificate / Completion Certificate from any organization to prove the experience as stated above in Sl. No.1.0.

b) Valid NSIC / MSME Certificate

c) Annexure – 4 (Additional Terms & Conditions)

d) Annexure – 7 (Format for RTGS with Bank details)

e) Annexure – 9 (Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017)

f) Self-Declaration as given in Annexure-6 (Tenderer Undertaking-Page No.19) to support as detailed above in SL No.2.0

### **4.0 IMPORTANT:**

**Signed and scanned copies of the above documents required for qualification has to be submitted by the tenderer as an attachment during the on-line submission of bids itself.**

**ANNEXURE – 3****BILL OF QUOTE****Automatic Sliding Door for Admin Building Main Entrance**

<b>Sl. No</b>	<b>Job Description</b>	<b>Qty.</b>	<b>HSN/ SAC Code</b>	<b>Unit Rate in Rs.</b>	<b>Total Amount in Rs.</b>
1	Providing and fixing of Automatic Operator with Glass Door with Dormakaba ES 250 Pro 4.15 Meter Automatic Operator without EM Lock and Brush Profile and soft nose seal for 12mm Toughened Glass and necessary accessories. Mechanism – Dormakaba ES 250 Pro	1 Nos.		<b>DO NOT QUOTE</b>	
2	Supply and Installation of Fixed Glass Partition by using 12mm Clear Toughened glass and Wall connecting profile for top and Bottom. Dowcil GP clear sealant used to fill the gaps between the glass.	116 Sq. Ft. (approx.)		<b>PRICE IN THIS</b>	
3	Sub Total				
4	GST __ %				
5	<b>Total Amount</b>			<b>FORMAT</b>	
Applicability of GST FCM (Forward cover Mechanism) or RCM (Reverse Charge Mechanism)					

**Note:**

- A separate price bid in excel format is attached. Bidders should quote the prices & statutory levies only in that format.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part.
- L 1 will be arrived based on the overall Total amount.
- The quotation shall include all taxes and duties of any kind and tenderer request for consideration of any taxes after opening the price bid cannot be entertained.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

**ANNEXURE-4****ADDITIONAL TERMS & CONDITIONS OF THE CONTRACT****1.0 DEFINITION**

The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.

"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.

"MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.

"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.

"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.

**2.0 BRIEF DESCRIPTION OF WORK:**

Automatic Sliding Door for Admin Building Main Entrance – 1 No.

**3.0 PLACE OF WORK:**

Administrative Building, Madras Fertilizers Limited, Manali, Chennai-600068

**4.0 RATES:**

4.1 The tenderers shall quote rate (in both figures and words) in the Price bid format, furnished as Annexure-3, inclusive of applicable taxes.

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 the 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 the DGM-Maintenance or his authorized personnel.

4.3 The rates quoted shall be valid till the job is completed.

4.4 Tenderers are advised to quote rates inclusive of GST.

4.5 Tenderers are requested to quote their most competitive rates keeping the above criteria.

**5.0 BASIS OF ARRIVING AT L1 TENDERER:**

The L1 Tenderer will be decided based on the overall Total Amount quoted in the price bid.

**6.0 SPLIT UP OF JOBS:**

Job will be given to the L1 tenderer.

**7.0 PERIOD OF CONTRACT:**

Within 15 days from the date of handing over the site to the contractor.

**8.0 PAYMENT TERMS:**

8.1 Payment will be made on 60 Days Credit (45 days credit for MSME vendors as per MSME Act, against submission of relevant valid documents) Payment only from date of generation of SDAC and payment will be made thru RTGS/NEFT transfer. Tenderer to quote only for Credit payment offering a credit period of 60 Days/45 Days (In case of MSE's). Payment becomes due only from the 61st/46th day from the date of generation of SDAC and payment will be made thru RTGS/NEFT transfer.

95% of the bill value will be made on generation of SDAC. Balance 5% will be retained towards Workmanship Guarantee, which shall be released on furnishing a Bank Guarantee valid for a period of 6 months with claim period of 1 year beyond the date of expiry of validity period in the MFL approved bank guarantee format as in Annexure – 7.

8.2 The contractor shall submit his bills in triplicate for the services rendered by them.

8.3 Invoices should be clearly marked with GeM Contract No. and date.

8.4 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.

8.5 From the payments to the contractor against the bills for the services rendered, amount towards statutory levies and wages to the contract workmen to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities and payment of wages to workers.

8.6 RTGS Form (**Annexure 7**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

8.7 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 GSTR 1 as "yes"
- The invoice should be raise as per the provisions of GST Act

8.8 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.

**9.0 SUBLETTING & TRANSFER:**

Tenderer shall be solely responsible for rendering any or all the services. He shall not sublet / transfer / assign the contract or any part thereof to others.

**10.0 CANCELLATION OF ORDER:**

Failure to comply with specifications, terms & conditions or to perform or deliver as promised shall entitle MFL to cancel all or any part of the order. In the event of such cancellation, MFL shall not be required to make any payment on such cancellation items. Nothing herein shall limit the MFL's right in the event of the failure to perform by the successful tenderer.

**11.0 WORKMANSHIP GUARANTEE:**

Workmanship Guarantee is 6 months form the date of completion of job.

5% of the contact value will be retained towards Workmanship Guarantee, which shall be released on furnishing a Bank Guarantee valid for a period of 6 months with claim period of 1 year beyond the date of expiry of validity period in the MFL approved bank guarantee format as in **Annexure – 6**. Any defect during the Guarantee Period shall be rectified by the vendor at free of cost.

**12.0 LIQUIDATED DAMAGES (LD Clause):**

In case of delay in completion of job beyond the stipulated time of 15 days, Liquidated Damages (LD) will be levied at the rate of 0.5% per day of the delay or part thereof, subject to a maximum of 5% of the total contract value (Excluding GST).

**13.0 NEGOTIATION:**

MFL reserves the right to go in for negotiation, if required or may finalize the tender without negotiation.

**14.0 SUMMARY TERMINATION:**

- 14.1 MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of his becoming insolvent or going into liquidation.
- 14.2 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.
- 14.3 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.
- 14.4 MFL reserves the right to terminate the contract without any notice in writing or without an obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

**15.0 CONSTITUTION OF THE TENDERER:**

- 15.1 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.
- 15.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 15.3 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.
- 15.4 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.

**16.0 SIGNING THE TENDER AND DOCUMENTS:**

- 16.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderer.
- 16.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tender.
- 16.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.
- 16.4 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.
- 16.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 16.6 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender.

**17.0 COMPLIANCE OF LAW:**

- 17.1 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 & Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, 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.

- 17.2 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 there under. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 17.3 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. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 17.4 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.

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.

## **18.0 FORCE MAJEURE**

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

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

**19.0 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 to 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.

**20.0 TIE-BREAKER METHODOLOGY:**

There may be a tie at the lowest bid (L-1) position between two or more start-up/non-start-up bidders. It must be first determined whether it is a case of Cartel formation or anti-competitive practices. It shall be dealt with accordingly. If this is not a case of cartel formation, in such cases the decision will be taken in the following manner:

- i) In case one of the L1 bidders is MSE owned by SC/ST or a Women Entrepreneur, then 25% quantity order reserved for MSEs will be placed on the MSE owned by SC/ST or a Women Entrepreneur subject to fulfilment of other tender conditions.
- ii) If one of the L1 bidders is MSE, other than MSE owned by SC/ST or a Women Entrepreneur then an order shall be placed on such MSE bidders.
- iii) In all other scenarios, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year. In case there is a tie at the lowest bid (L-1) position between only startup bidders and none of them has past turnover, the order will be placed on the startup that was registered earlier with the Department of Industrial Promotion and Policy.

**21.0 FALL CLAUSE:**

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 07 (seven) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. On many occasions, the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause. This situation is also to be dealt with in similar manner as mentioned in the preceding paragraph. It is however, very much necessary that the purchase organizations keep special watch on the performance of such rate contract

holders who reduce their prices on one pretext or other. If their performances are not up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, debarring them for two years from participating against the tender enquiry floated by concerned purchase organization etc.

The provisions of fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertaking (excluding joint sector companies and or private parties) and bodies.

## **22.0 CLARIFICATION OF BIDS/SHORTFALL DOCUMENTS:**

- i. During evaluation and comparison of bids, the purchaser may, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing / e-mail asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further.
- ii. No change in prices or substance of the bid shall be sought, offered or permitted.
- iii. No post-bid clarification at the initiative of the bidder shall be entertained.
- iv. The shortfall information/documents should be sought only in case of historical documents as stipulated in NIT which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the concerned TC. (Example: if the Permanent Account Number, registration with Sales Tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

## **23.0 SPECIAL TERMS & CONDITIONS**

- 23.1 Conditional offers will not be considered.
- 23.2 Rate quoted should be valid for a period of 75 days from the date of closing of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if

any, in the statutory levies will be applicable, subject to adherence to other commercial terms like "delivery period", etc.

- 23.3 In the event of placing the order, the tenderer should strictly adhere to the Job completion date and should accept to complete the jobs on or before the due date committed in the Job order.
- 23.4 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.
- 23.5 Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
- 23.6 MFL will not be bound by any general/printed provisions of Tenderer's offer.
- 23.7 Tenderer should clearly indicate the % of GST wherever applicable.
- 23.8 MFL shall have the right to inspect the jobs while execution of the same, at any time and to give instructions as required by MFL.
- 23.9 Notwithstanding purchaser's acceptance or right to inspection and / or any other terms and conditions provided in the job order, tenderer warrants that all jobs carried out are free from any defects and workmanship and that they fully comply with the specifications. Job order will be issued in reliance on the aforementioned warranty of the tenderer.
- 23.10 The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
- 23.11 Tenders will be rejected for non-submission of relevant valid documents.
- 23.12 When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext the tenderer did not have a clear idea on any particular point and/or a clause of the tender.
- 23.13 No deviation to the terms and conditions of NIT is allowed. The offer with any condition / deviation may be rejected at sole option of MFL. However vendor may offer comments or deviations if any, as proposed in the deviation sheet.
- 23.14 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

**24.0 Public Procurement (Preference to Make in India) and Rule No. 144 (Xi) of GFR (Annexure 9)**

The tenderer has to submit the relevant Annexure (A or B or C)

**25.0 GENERAL:**

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

**THE COMPANY RESERVES THE RIGHT TO REJECT ANY OR ALL THE TENDERS AND TO SPLIT UP THE TENDER AND AWARD THE WORK TO MORE THAN ONE TENDERER AND DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER.**

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**ANNEXURE -5****INFORMATION ABOUT THE TENDERER**

<b>Sl. No.</b>	<b>Information Required</b>	<b>To be Filled in by Tenderer</b>		
1	Name of the Tenderer (Firm Name)			
2	Address of Registered Office and Branches			
3	Bidder Unique Seller ID in GEM			
4	Contact Person Name & Designation			
5	Mobile Number(s)			
6	Email ID (s)			
7	PAN Number			
8	GST Registration No.			
9	MSME Registration No. <b>(Enclose Udyam Certificate)</b>			
10	MSME Category of the Firm	Micro	Small	Medium
	a) General b) SC / ST c) Women Entrepreneur			
11	Whether the bidder is principal manufacturer of tendered material			

**NOTE: If you are an MSME registered firm, please submit MSME/Udyam Registration certificate**

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

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

**Place:**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

**DECLARATION**

I/We hereby declare that I/We/our Organization have not put under Holiday List / De-list or having any litigation with MFL.

Also, I/We hereby declare that I/We/our Organization have not been banned or Black-listed by any State/Central Government or other PSUs / Financial Institution / Court.

**Place :**

**Signature of the Tenderer**

**Date :**

**(Name & Office seal)**

**TENDERER UNDERTAKING**

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Declares that we have not been banned/ black listed/ de-listed/ holiday listed by any Company/ PSU/ Government Department (both State and Central)/ Banks and Financial Institutions.
- Agrees not to claim any amount from MFL in lieu of revision of Minimum Wages, ESI, PF Bonus and Holiday wages as notified by GoI during the entire tenure of the Contract, as the rate quoted by me in the tender is inclusive of any changes of these statutory obligations excluding GST during the tenure of the Contract.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

**ANNEXURE- 6**

**BANK GUARANTEE FORMAT FOR WORKMANSHIP GUARANTEE**

To  
Madras Fertilizers Limited  
Manali, Chennai 600 068

Whereas ..... (name and address of the Tenderer) (hereinafter called "the Tenderer") has undertaken, in pursuance of contract No....., dated ..... to supply (description of goods and services ) (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said contract that the Tenderer shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Tenderer such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the tenderer, up to a total of ....., (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the tenderer shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

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

Name and designation of the officer  
.....

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

**MADRAS FERTILIZERS LIMITED**  
**BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

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

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

Place: \_\_\_\_\_ Signature of Authorized Signatory:

Date: \_\_\_\_\_ Name:

SEAL: \_\_\_\_\_ Designation:

(To be filled by MFL in case of ordering)

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

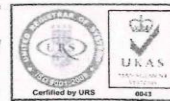
**RTGS**-Real Time Gross Settlement Code      **NEFT**-National Electronic Funds Transfer  
Code **IFSC**- Indian Financial System Code



**मद्रास फर्टिलाइजर्स लिमिटेड**  
**Madras Fertilizers Limited**

(भारत सरकार का उपक्रम / A Government of India Undertaking)

पोस्ट बैग सं. 2, मणालि, चेन्नै - 600 068. भारत दूर : 2594 1001 / फैक्स सं.: 044-25941010  
Post Bag No. 2, Manali, Chennai - 600 068. INDIA. Tel : 2594 1001 / Fax No. 044 25941010  
कार्यिका/ Per 25945210 संयंत्र / Plant 25941133 विप./ Mktg 25941285 विच/Fin 25941072  
Website: www.madrasfert.co.in email: gmpasec@madrasfert.co.in  
CIN: L32201TN1966GO1005469 GSTIN - 33AAACM5198E1ZK



**MANDATE FORM**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAIL OF ACCOUNT HOLDER:**

NAME OF ACCOUNT HOLDER	<b>MADRAS FERTILIZERS LIMITED</b>
COMPLETE CONTACT ADDRESS	MANALI, CHENNAI 600 068
TELEPHONE NUMBER/FAX/EMAIL	044-25945270 gmfin@madrasfert.nic.in

**B. BANK ACCOUNT DETAILS:**

BANK NAME	<b>STATE BANK OF INDIA</b>
BRANCH NAME WITH COMPLETE ADDRESS	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI – 600 001
TELEPHONE NUMBER AND EMAIL	044-2534 2212 / sbi.07347@sbi.co.in
WHETHER THE BRANCH IS COMPUTERISED?	YES
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <b>IFSC CODE</b>	SBIN0007347 (S B I N ZERO ZERO ZERO SEVEN THREE FOUR SEVEN)
IS THE BRANCH ALSO NEFT ENABLED?	YES
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	CASH CREDIT
COMPLETE BANK ACCOUNT NUMBER (LATEST)	10242276424 (ONE ZERO TWO FOUR TWO TWO SEVEN SIX FOUR TWO FOUR)
MICR CODE OF BANK	600002014 (SIX ZERO ZERO ZERO ZERO TWO ZERO ONE FOUR)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

ए. मदन मोहन / A. MADHAN MOHAN  
महा प्रबंधक - वित्त व लेखा  
GENERAL MANAGER FINANCE & ACCOUNTS  
मद्रास फर्टिलाइजर्स लिमिटेड  
MADRAS FERTILIZERS LIMITED  
मणालि / MANALI, चेन्नै / CHENNAI - 600 068

Signature of Customer

Date:

Certified that the particulars furnished above are correct as per our records.

कुल भारतीय स्टेट बैंक  
For STATE BANK OF INDIA

Chidambaram  
(सहायक महा प्रबंधक / Assistant General Manager)  
एवं संबंधक / Assistant Manager-I  
वणिज्यिक शाखा, चेन्नै / Commercial Branch, Chennai.

(Bank's Stamp)

CHIDAMBARAM SUBBURAJ  
C 6926

Date:

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enables", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.



भारतीय स्टेट बैंक  
State Bank Of India

(07347) COMMERCIAL BRANCH CHENNAI  
802/1, ANTHEM BUILDING  
222 NSC ROSE ROAD CHENNAI 600001  
IFS Code: SBIN0007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY  
D D M M Y Y Y Y

PAY

को या उनके आदेश पर OR ORDER

रुपये RUPEES

अदा/करे ₹

च.सं.  
A/c No. 10242276424

VALID FOR Rs. 50,00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

Prefix :

0523600002

AUTHORISED SIGNATORIES

Please sign above

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

⑈483129⑈ 600002014⑈ 000205⑈ 30

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

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

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:

2	As mentioned above	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> <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 joint venture falls under any of the above</li> </ol> <p>IV. 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>Explanation:</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> <li>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;</li> <li>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;</li> <li>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.</li> </ol>
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		<p>V. "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons. [Note:</p> <ul style="list-style-type: none"> <li>b. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.</li> <li>c. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</li> </ul> <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**

**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 SI Nos of MFL GEM Contract 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 :

GEM Contract No. :

Project / Description :

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

We hereby certify that we are not from such a country and eligible to be considered for this tender.

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

For and behalf of (Name of the bidder)

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

\* \* \*

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

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

Tender Name :  
GEM Contract 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 - 10****DEVIATION SHEET**

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

GEM Contract No. \_\_\_\_\_ Dt \_\_\_\_\_, for Automatic Sliding Door for Admin Building Main Entrance – 1 No.

**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 **TECHNICAL & ADDITIONAL 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 Technical (Un-priced) Bid.

**Sign & Seal of Bidder**