

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

NOTICE INVITING TENDER

PROCUREMENT OF GAS ACETYLENE – 500 Nos

e-TENDER No. EPRO/MM/GAS ACETYLENE/060526/008 DATED. 07.04.2026

SUMMARY

Online bids are invited from **Manufacturer / Dealer / Distributor / Supplier** for **Procurement of Gas Acetylene – 500 Nos.** Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.co.in [“Tenders” – “e-tenders”] or Central Public Procurement web <https://eprocure.gov.in/eprocure/app> Instructions for applying e-Tendering are given in **Annexure-1.**

For any clarification, please contact / communicate us on the following:

e-Procurement Cell	epro@madrasfert.co.in , eprol@madrasfert.co.in	044-2594 5318
User Department	mgrmaint@madrasfert.co.in prauto@madrasfert.co.in	044-2594 5372 044-2594 5412 / 415
Purchase	purchase8@madrasfert.co.in mflpurchase8@gmail.com	044-2594 5317

Description and Qty:	
Procurement of Gas Acetylene – 500 Nos	
For Full Specifications - Refer Annexure: 2	
Nature of Bidding	“TWO” Stage Bidding : 1 st Part: EMD, Technical Bid & Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	07.04.2026
Due date & Time for submission	06.05.2026 @ 16.00 HRS.
EMD Bid Decryption Date & time	07.05.2026 @ 14.00 HRS.
Price Bid Decryption Date	Techno-Commercially qualified Tenderers only will be intimated
Bid Submission (To be uploaded on or before the due date and time)	Three Separate On-Line Bids (1) EMD (2) Technical Bid & Commercial Bid (3) Price Bid To be uploaded on or before the last date & time meant for submission of bids.
Procedure for Opening of Online Bid	Bids will be Decrypted in seriatim EMD, Technical Bid & Commercial Bid and Price Bid.
Bid Validity	75 days from the Date of Bid Closing.
Earnest Money Deposit (EMD): Rs. 21,000/- (Rupees Twenty One Thousand Only). EMD payment can be made in the form of DD/BG/RTGS/Insurance Surety Bond. Refer Annexure-5 – EMD Terms & Conditions, Annexure-11 for BG Format, and Annexure-12 for RTGS Payment (MFL Bank Details).	
Original EMD by BG in MFL’s approved format (Annexure-11) valid for a period of 45 (Forty Five) days beyond the final bid validity period with a claim period of one year from the date of expiry of validity period of BG or thru’ DD/RTGS/Insurance Surety Bond per details furnished in Annexure-12 should be furnished in a separate sealed cover superscribed as EMD for e-Tender No. EPRO/MM/GAS ACETYLENE/060526/008 DATED 07.04.2026 and the same to be sent within 3 working days after the due date of submission of bids to: DGM – Materials Management, Madras Fertilizers Ltd, Manali, Chennai- 600 068.	
(i)	BG Validity period upto 03.09.2026
(ii)	Claim period of the BG upto 03.09.2027

EMD Exemption:	
Bidders seeking exemption from payment of EMD shall to produce NSIC/MSE's (UDYAM) valid registration certificate (or) any other documents as specified / stipulated per GOI Guidelines issued from time to time shall be applicable. Such Valid Certificate / Document shall to be uploaded with their bid before the closing date and time of the tender. If such valid certificates / documents are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.	
Mode of Payment for EMD / SD	By DD/ RTGS/Insurance Surety Bond in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee. (Refer: Annexure-11,12,13)
EMD BG Validity	Up to period of 45 (forty five) days beyond the final bid validity period with claim period of one year from the date of expiry of validity period of BG.
Security Deposit (SD)	5% of the Contract Value (Excluding GST) in the event of placement of award of contract. Claim period should be one year from the date of expiry of validity period of BG (Annexure – 6)
Payment Term	60 days Credit (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) Payment only from the date of receipt of bills at MFL for the accepted material / Services, thru RTGS/NEFT transfer.
Contract Period	<ul style="list-style-type: none"> • One year from the date of LOI / PO. • Contract period can be extended for a period of one year with same terms and conditions, on mutual consent.
Delivery Schedule	The ordered quantity to be Supplied on need basis per MFL instruction from time to time thru email. Material is to be supplied within 5 days from the date of email.
Bid Evaluation Basis	Techno-Commercially Qualified “L1” vendor basis as per Annexure 7 , Clause-7 of NIT.
Technical Specification Details	Refer Annexure-2 of NIT
LD Clause	Applicable as per Annexure 7 , Clause-21 of NIT
Negotiation	If necessitated, will be conducted – At the discretion of MFL as per Annexure 7 , Clause-23 of NIT.

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

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ANNEXURE-1

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 Centre (NIC)**
- 1.1.1 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode / eMudhra / safe script.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
- 1.1.8 Bidder should submit the EMD as mentioned in **Annexure-5**. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 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.
- 1.1.10 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.
- 1.1.11 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.
- 1.1.12 The details of the Earnest Money Deposit document (DD / BG) should be submitted physically to the Department per **Annexure-5**, and the scanned copy should be uploaded at the time of bid submission online. It should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid updation message after uploading 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.
- 1.1.15 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

ANNEXURE – 2**SPECIFICATION, QUANTITY & TECHNICAL BID FORMAT****PROCUREMENT OF GAS ACETYLENE – 500 Nos****e-TENDER No. EPRO/MM/GAS ACETYLENE/060526/008 DATED. 07.04.2026****Bidder's offer No.& date.....**

SL. No.	ITEM DESCRIPTION	QTY (Nos)	ARTICLE CODE	8 DIGIT HSN CODE (PLEASE SPECIFY)
1	<p>GAS ACETYLENE FOR GAS WELDING & CUTING, PER CYLINDER - 6 CU.M.</p> <p>AS PER SAFETY NORMS, IT IS MANDATORY TO SUPPLY ALL THE CYLINDERS WITH THEIR VALVE CAPS.</p> <p>CONVERSION FACTOR: PER CYL 6 CU.M = 500 X 6 = 3000 CU.M</p>	500	87-0-55080	

Note:

Signed copy of the technical specification details & duly filled techno-commercial bid has to be uploaded as attachment with the on-line submission of bids.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

ANNEXURE – 3**COMMERCIAL BID FORMAT****PROCUREMENT OF GAS ACETYLENE – 500 Nos****e-TENDER No. EPRO/MM/GAS ACETYLENE/060526/008 DATED. 07.04.2026****Bidder's offer No.& date.....**

1	Name of the Tenderer	
2	Address	<u>E-mail</u> <u>Mobile:</u> <u>Land Line:</u>
3	<u>Payment Term:</u> 60 days Credit (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) Payment only from the date of receipt of bills at MFL for the accepted material / Services, thru RTGS/NEFT transfer.	Accepted
4	<u>Contract Period:</u> <ul style="list-style-type: none"> • One year from the date of LO. • Contract period can be extended for a period of one year with same terms and conditions, on mutual consent 	Accepted
5	<u>Delivery Schedule:</u> The ordered quantity to be Supplied on need basis per MFL instruction from time to time thru email. Material is to be supplied within 5 days from the date of email.	Accepted
6	<u>Delivery Term & Place:</u> Free Delivery @ MFL Stores, Manali, Chennai – 600 068	Accepted
7	<u>Packing & Forwarding:</u> To Vendor's Account <u>Freight & Insurance:</u> To Vendor's Account	Accepted
8	<u>Offer Validity:</u> 75 days from the Date of Bid Closing.	Accepted
9	<u>Security Deposit (Refer Annexures 6,12 & 13)</u> 5% in the event of placement of order by DD/RTGS/ BG/ Insurance Surety Bond	Accepted
10	<u>Acceptance of LD Clause :</u> Applicable as Per Annexure-7, Clause-21	Yes
11	Acceptance of all other Terms & Conditions, Per Annexure – 7 & 8	Yes

Note: Bidder to fill in Sl. Nos. 1, 2, and upload the format signed by authorized person with name, designation office seal.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEXURE – 4**MODEL PRICE BID FORMAT****PROCUREMENT OF GAS ACETYLENE – 500 Nos****e-TENDER No. EPRO/MM/GAS ACETYLENE/060526/008 DATED. 07.04.2026****Bidder's offer No.& date.....**

Sl. No	Item Description / Article Code	QTY (Nos) (a)	8 Digit Please specify HSN Code	Rate/ No. in Rs. (b)	GST		Landed Value/ Nos. Rs (e)	Total Landed Value (f)
					% (c)	Amt (d)		
							(b+d)	(a*e)
01)	GAS ACETYLENE FOR GAS WELDING & CUTTING, PER CYLINDER - 6 CU.M. AS PER SAFETY NORMS, IT IS MANDATORY TO SUPPLY ALL THE CYLINDERS WITH THEIR VALVE CAPS. CONVERSION FACTOR: PER CYL 6 CU.M = 500 X 6 = 3000 CU.M ARTICLE CODE: 87-0-55080	500						
OTHER CHARGES IF REQUIRED								
Cylinders will be returned within 30 days from the date of Receipt. From 01st Day to 30 th Day Rental Free.								
02)	From 31 st Day Rental	Per Day Per Cylinder						
CYLINDER REPLACEMENT COST:								
03)	Replacement Cost of Valve	Each						
04)	Replacement Cost of Gland Nut	Each						
05)	Replacement Cost of Spindle	Each						
06)	Charges for Removing And Replacing Broken Spindle	Each						
07)	Charges For Clearing Cylinders Received With Oil	Each						
08)	Painting	Each						
09)	Charges For Totally Damaged/ Unusable /Loss Of Cylinder	Each						
10)	Total Landed Value in Rs. (1f+2f+3f+4f+5f+6f+7f+8f+9f)							
11)	Applicability of GST FCM (Forward Cover Mechanism) or RCM (Reverse Charge Mechanism)							

**DO NOT
QUOTE
PRICE
IN THIS
FORMAT**

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. 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.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEXURE 5**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

1. The tenderer shall submit the Earnest Money Deposit of **Rs.21,000/- (Rupees Twenty One Thousand Only)** by way of Demand Draft or Insurance Surety Bond drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in MFL’s approved format **(Annexure-11)** valid for 45 (Forty Five) days beyond the final bid validity period with a claim period of one year from the date of expiry of validity period of BG/e-BG or **thru RTGS** per details furnished in **(Annexure 12)**.
2. In the case of EMD thru BG, Independent confirmation for having issued the BG by the concerned banker should be sent directly to **DGM-Materials Management, Madras Fertilizers Limited, Manali, Chennai 600 068**.
3. NSIC / MSEs registered bidders seeking EMD exemption should enclose valid Certificate of such Registration. They should upload the relevant Certificate copy before the closing date and time of tender.
4. EMD shall not carry any interest.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of Tender.
6. Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
7. EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions of offer, without prejudice to MFL’s rights to initiate other legal action, for losses, if any , suffered by MFL, even after forfeiture of EMD.
8. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
9. Tenderers who are submitting EMD payment in the form of **DD / BG / RTGS / Insurance Surety Bond** should upload the scanned copy of the same on or before the closing date and time of the tender. The original EMD DD / BG / RTGS / Insurance Surety Bond should be directly sent to **DGM-Materials Management, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear Superscription on the cover as **“EMD FOR EPRO/MM/GAS ACETYLENE/060526/008 DATED. 07.04.2026** within 3 working days after the due date of submission of bids. **On-line technical bids without receipt of EMD (DD / RTGS/ Insurance Surety Bond /BG) in time will be rejected.**

ANNEXURE 6**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

1. Successful tenderer irrespective of holding NSIC / MSE Certificates shall have to make Security Deposit (SD) to the tune of 5% of contract value (Excluding GST) within 21 days from the date of LOI / Purchase Order, either by Demand Draft / Insurance Surety Bond/ RTGS (**Annexure - 12**) or BG in MFL's approved format (**Annexure-13**) with a validity of 60 days beyond the date of completion of the Purchase Order / delivery period with **claim period of one year from the date of Expiry of validity period of BG / e-BG**.
2. In the case of SD thru BG, Independent confirmation for having issued the BG by the concerned bankers should be sent directly to **DGM – Materials Management, Madras Fertilizers Limited, Manali, Chennai 600 068**.
3. Unreturned SD in respect of earlier tenders, if any, cannot be adjusted against this tender.
4. The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations/operations as required per tender.
5. Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
6. MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
7. In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.
8. SD shall be liable for forfeiture without prejudice to any other claims in the event of breach of contract/failures by the contractor, if any.
9. SD shall not carry any interest.

ANNEXURE 7**SPECIAL TERMS & CONDITIONS****1. CONSTITUTION OF THE TENDER**

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 contract and happenings like death / resignation of any partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to DGM-MM Madras Fertilizers Ltd, Manali Chennai 600 068. On receipt of such information MFL reserves the right either to terminate or continue the contract.

The tenderer/contractor shall produce the 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.

3. PRICE & TERMS OF DELIVERY

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of **Procurement of Gas Acetylene – 500 Nos** at MFL Stores, Manali, Chennai – 600 068 including unloading by road transport. As the offer is "Free Delivery at MFL Stores", the risk in transit shall be yours.

4. INSPECTION & TESTING

Purchaser shall have the right to inspect and test goods at any time and to reject unacceptable goods. Notwithstanding purchaser's acceptance or right of inspection and or any other terms and conditions provided in the purchase order, supplier warrants that **Procurement of Gas Acetylene – 500 Nos** is complied with the MFL Specification. The Purchase Order is issued in reliance on the aforementioned warranty of the supplier.

5. CONTRACT PERIOD

One year from the date of LOI/PO. Contract period can be extended for a period of one year with same terms and conditions, on mutual consent

6. DELIVERY SCHEDULE

Initially required quantity is to be supplied **within 5 days** from the date of LOI/PO and further supplies on need basis per MFL instructions only. As and when the material is required, the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 5 days from the date of email.

7. 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, the same shall be rejected. TENDERER must make necessary arrangements for removing the rejected material from our premises, immediately on receipt of intimation at their risk and cost, and arrange to replace the same with fresh supply conforming to our specification.

8. 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 **"L1"** vendor basis.

9. UNLOADING

Tenderer will coordinate with MFL representative to unload the Materials at MFL Stores / Site as per MFL instructions. If necessary, Vehicle loads of material may be weighed at MFL Weigh Bridge. The weight recorded in MFL Weigh Bridge or the weight declared by the vendor in their DC / Invoice, whichever is less is final and binding.

10. 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.

11. 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 document) Payment** thru' RTGS from the date of receipt of bills at MFL for the accepted material / Services, 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 receipt of material, 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 - FINANCE & ACCOUNTS, MIS (a/c)** 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 14**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

☞ **Payments of bill will be processed only when the following conditions are met:**

- Vendor should generate 3B in GST portal.
- The bill to be reflected in 2B and 2A of MFL GST portal.
- The bill number, bill value, GST values to be matched with invoice and 2B/2A of GST portal.
- In case of RCM bills, vendor should fill the RCM column of GSTR 1 as “Yes”.
- The invoice should be raised as per the provisions of GST Act.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

“Supply” – shall mean supply of goods/material under this tender will be made on the basis of tender’s terms and conditions enumerated therein. It will be the responsibility of the supplier to ensure supply of goods/material on or before the delivery date mentioned in the Letter Of Indent /Purchase Order. The tenderer shall remain responsible until the actual delivery of the goods/material is supplied at MFL.

“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.

17. **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.

18. **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.

19. **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.

20. **VARIATION**

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

21. **LIQUIDATED DAMAGES (LD Clause)**

In the event of placement of order on the successful tenderer, timely execution of the order per purchase order terms and delivery of the items within the delivery period as stipulated in the purchase order. MFL reserves the right either to reject the material if supplied subsequently, or to receive the material subject to imposition of penalty at the rate of 0.5% of the invoice value for every week of delay or part thereof from the specified date of delivery subject to a maximum of 5% of the purchase order value. Purchase order value includes basic order value + applicable statutory levies, and freight & insurance if applicable. **LD clause is applicable for the part of the quantity, which is delivered late.**

22. DECLARATION IN HOLIDAY LIST/ BLACKLISTED / DEBARMENT.

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.

23. NEGOTIATION

If necessitated will be conducted - At the discretion of MFL.

24. SUCCESSFUL BIDDER SHALL FURNISH THE FOLLOWING:

- GST Registrations Number from which **State** the supplies is being made
- Copy of screen shot of GST filing 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.

25. 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, as per **Clause 17 of Annexure 8**, and if so, 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:
 1. 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 fulfillment of other tender conditions.
 2. 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.
 3. 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.

26. CLEAR UNDERSTANDING:

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.

27. 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 goods or 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 undertakings (excluding joint sector companies and or private parties) and bodies.

28. DEBARMENT OF VENDORS / CONTRACTORS, HOLIDAY LISTING OF VENDORS / CONTRACTORS, DELISTING OF VENDORS / CONTRACTORS & DE-LISTED VENDORS / CONTRACTORS

The vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on Holiday List for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Period of holiday listing based on the circumstances under which they were put on holiday listing are as under:

S. No	Reasons for holiday listing	Period of holiday listing (years)
1	Indulged in malpractices resulting in financial loss to the Company	3
2	Submitted fake, false or forged documents / certificates	2
3	Has substituted materials in lieu of materials supplied by MFL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by MFL	3
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	2
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3
6	Has not cleared MFLs previous dues if applicable	1
7	Has committed breach of contract or has abandoned the contract	2
8	Poor performance of the Agency in one or several contracts	2
9	Has not honoured the Letter of Award / Contract / Purchase order after the same is issued by MFL	2
10	Withdraws/ revises the bid upwards after becoming the L1 bidder, within the bid validity period.	2

11	Has parted with , leaked or provided confidential / proprietary information of MFL to any third party without the prior consent of MFL	2
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	2
13	Transgression of Integrity Pact , which, in the opinion of the Company, makes it undesirable to deal with the Agency;	2

29. ANY OTHER COMMENT / INFORMATION / REMARKS:

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.

ANNEXURE - 8**GENERAL TERMS & CONDITIONS**

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

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



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

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Liquidated Damages clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s National Informatics Centre 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 the tenders & subsequent corrigendum from the e-Tendering portal of M/s National Informatics Centre.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / Black-listed / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 22 of Annexure 7)

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Affix Seal of the organization :

ANNEXURE 10**INFORMATION ABOUT TENDERER**

Sl. No.	Information Required	To be Filled in by Tenderer		
1	Name of the Tenderer			
2	Nature of Business (Please Specify)	Manufacturer	Dealer / Distributor	Supplier
3	Address of Registered Office and Branches			
4	Telegraphic Address and Phone Number, Fax Number, Email ID etc.			
5	GST Registration No.			
6	MSE's Details a) General b) SC / ST c) Women Entrepreneur			
7	Category Of The Firm – Under MSME (Enclose : Udyam Registration Certificate)	A. Micro	B. Small	C. Medium

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

ANNEXURE 11

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

Whereas (Herein after called the ‘tenderer’) has submitted their offer datedfor the supply of (Hereinafter called the “tender”) against the purchaser’s tender enquiry No..... KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto Madras Fertilizers Limited (hereinafter called the “Purchaser”) in the sum of Rupees For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this Day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

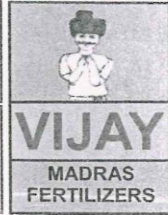
.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

ANNEXURE 12**MFL BANK DETAILS FOR EMD / SD PAYMENT THRU RTGS**

मद्रास फर्टिलाइजर्स लिमिटेड
Madras Fertilizers Limited
 (भारत सरकार का उपक्रम / A Government of India Undertaking)
 पोस्ट बैग नं. 2, मणालि, चेन्नै - 600 068, भारत दूर : 2594 1001 / फैक्स नं.: 044-25941010
 Post Bag No. 2, Manali, Chennai - 600 068, INDIA. Tel : 2594 1001 / Fax No. 044 25941010
 कारिनका/ Per 25945210 संयंत्र / Plant 25941133 विप./ Mktg 25941285 वित्त/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	MADRAS FERTILIZERS LIMITED
COMPLETE CONTACT ADDRESS	MANALI, CHENNAI 600 068
TELEPHONE NUMBER/FAX/EMAIL	044-25945270 gmfin@madrasfert.nic.in

B. BANK ACCOUNT DETAILS:

BANK NAME	STATE BANK OF INDIA
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 IFSC CODE	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 / 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
 (महाप्रबंधक महा प्रबंधक / Assistant General Manager)
 एवं संबंधित
 Signature of Banker
 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
BOMBAY MUTUAL BUILDING
222 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

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

PAY

को या उसके आदेश पर OR ORDER

रुपये RUPEES

अदा करें ₹

चक्र. नं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD



Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

॥१८३११११॥ ६००००२०११॥ ०००२०६॥ ३०

ANNEXURE 13**FORMAT FOR BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We ____ (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____(Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before __ (date) _____. We shall be discharged from all liability under this guarantee thereafter. We _____(bank)_____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____ (bank) _____, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

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

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

Name and designation of the officer

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

ANNEXURE 14**MADRAS FERTILIZERS LIMITED****VENDOR BANK DETAILS & AUTHORISATION FOR RTGS / NEFT PAYMENT**

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

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

Place:

Signature of Authorized Signatory:

Date:

Name:

Seal:

Designation:

(To be filled by MFL in case of ordering)

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

RTGS-Real Time Gross Settlement Code
IFSC- Indian Financial System Code

NEFT-National Electronic Funds Transfer

ANNEXURE 15

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

Date:

To

Madras Fertilizers Ltd
Manali,
Chennai 600068

Sub: Not delisted certificate

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

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

ANNEXURE 16**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 & 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 & 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>https://dipp.gov.in/public-procurements https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</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 & 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>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"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 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. <p>Explanation—</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; 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;

		<p>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;</p> <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 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>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.</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 https:// www.mea .gov.in/</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 Sl Nos of MFL Tender No :

_____ Dated

- Tender Item No./ (s)-

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

.....

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

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

Seal and Signature of authorized
 signatory

Special Note-

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

Annexure-(B)

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

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

Tender Name :

Tender No. :

Project / Description :

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

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

For and behalf of (Name of the bidder)

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

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

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

Tender Name :

Tender No. :

Project / Description :

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

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

Evidence of valid registration by the Competent Authority is attached.

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

For and behalf of _____ (Name of the bidder)

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

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ANNEXURE 17**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs)**

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

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

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centers (DIC)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Aadhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/ Additional District Magistrate/Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub - divisional Magistrate/Taluka Magistrate/Executive Magistrate /Extra Assistant Commissioner
 - Chief Presidency magistrate/Additional Chief Presidency magistrate / Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51 % shares in case of Partnership / Private Limited Companies) bidders must additionally submit certificate from any of the following:
 - Aadhar Udyog Memorandum
 - National Small Industries Corporation (NSIC)
 - Certificate/ document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- v. The registration must be for the items/category of items/services relevant to the tendered items /category of items/ services.

b) Purchase Preference for MSE:

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

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

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

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

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

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

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

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

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

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

ANNEXURE 18**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.

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

Note:

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

Sign & Seal of Bidder