

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

MAINTENANCE DEPARTMENT

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NOTICE INVITING TENDER

Tender Name	Dismantling, Fabrication & Erection of Structure in AB B&S Plant Bulk Handling Area
Estimated Value of Tender	Rs.84 Lakhs (Rupees Eighty Four Lakhs only) Excluding GST
Nature of Bidding	"Two Part" Bidding
No of Days for Bid Submission	30 days.
Bid Validity Period	75 days from End date
Bid Evaluation Basis	Item wise Evaluation (Bid to RA)
Splitting Applicable	No
e-Reverse Auction (RA)	Yes
e-RA Qualification Rule	H1-Highest Price bid Elimination (As per GeM Procedure)
Bid Evaluation Basis	<ul style="list-style-type: none"> ▪ Techno-commercially qualified bidders will be selected. ▪ 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. ▪ MFL Reserves the right to go for Reverse Auction process, if required or may finalize the tender without Reverse Auction. ▪ Negotiation shall be conducted, if warranted. ▪ The contract will be awarded to L1 / R1 bidder.
EMD	2% of the Tender Value. (Refer Annexure 4 & 9)
ePBG / SD	5% of the Contract Value excluding GST (Refer Annexure 5 & 10)
Contract period	150 Days from the date of issue of Job Order/ Work Permit.
Payment Terms	<p>95% of the contract value will be released after 60 days Credit Payment (45 days credit for MSE vendors as per MSME Act, against submission of relevant valid documents) from the date of submission of bills on completion of the job from the date of SDAC* generation in GEM Portal. (Refer - Annexures 6)</p> <p>Balance 5% of the contract value will be retained towards workmanship guarantee which will be released on completion</p>

	of Guarantee period of 150 Days from the date of completion of job. This can be claimed by submitting Bank Guarantee for 5% of the contract value with claim period of 60 days in the MFL approved format as per Annexure-11	
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. In case of delay in completion of site erection job beyond the stipulated time of 5 months, Liquidated Damages (LD) will be levied at the rate of 0.5 % per Week of the delay or part thereof, subject to a maximum of 5% of the total contract value	
Workmanship Guarantee	Workmanship Guarantee shall be for a period of 150 days from the date of commissioning after completion of erection job. Any defect during the Guarantee Period shall be rectified by the vendor at free of cost.	
General Terms & Conditions	As per GeM GTC	
Contact Person for Technical	dgmaint@madrasfert.co.in	044-2594 5370
	prauto@madrasfert.co.in	044-2594 5412

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ANNEXURE – 1**SCOPE / BRIEF DESCRIPTION OF WORK****Dismantling, Fabrication & Erection of Structure in AB B&S Plant Bulk Handling Area**

Elevation: 60ft. approximately,

Drawings :- Provided in the Annexure - 12

Drawing No. 0-10-30-455

Vendor's Scope – General:

- i. **Mandatory requirement: The vendor or his representative shall visit the equipment site at MFL, Manali, Chennai - 68 to assess the jobs involved and Scope of work before submitting the offer.**
- ii. Job to be carried out at MFL site during Plant running and depends upon permission given to work. The Maximum Contract period is 5 Months.
- iii. **All workmen should be adequately covered by ESI, PF and Group Insurance.**
- iv. **Gate entry permission for supervisors and workmen shall be obtained by the vendor from MFL P&A producing the documents related to ESI & PF before commencement of work.**
- v. Vendors workmen should fulfill all statutory obligations and comply with provisions of Labour Regulations Act 1970.
- vi. You shall strictly adhere to MFL safety rules and regulations.
- vii. Work permit shall be obtained during each shift from MFL authorities.
- viii. The vendor will deploy sufficient qualified man power, tools and tackles to complete the job within the schedule time without fail.
- ix. Vendor has to engage a qualified supervisor to supervise the job progress and coordinate with our Engineers. The supervisor should have adequate knowledge of related procedures.
- x. Copies of material In-pass and delivery challan for the tools, tackles and vendor's other materials brought inside MFL to execute the job shall be furnished to MFL engineer in-charge. In the delivery challan, concerned Engineer's signature shall be obtained.
- xi. **All required tools and tackles, safety nets, PPE tools, Slings and ropes, required Manpower, Welding equipments, Welding Electrodes, Gas cylinders with Torch, All consumables, Crane charges, Metal scaffolding will be vendors scope.**

Vendor's Scope:

- Fabrication, welding and erection at B&S Bulk Handling area jobs to be carried out approx. upto 60 Ft Elevation
- Eastern side bulk handling area first main vertical column strengthening.
- Bulk area Platform structure renewal.
- Western side bulk handling area first main vertical column strengthening job.
- Horizontal tie beam replacement and strengthening beneath the O-605 Conveyor.
- O-605 Conveyor bottom structure and walkway platform on both sides fabrication and erection.
- Bin area support structures renewal Job.
- All taper beams strengthening.
- Getting materials from stores.
- Required crane operations including shifting material from stores.
- Pre-fabrication and erection of the structure as per the existing.
- Providing scaffolding and dismantling.
- Welding the entire structure.
- Patch welding as and when required in the case of structure replacement is not Possible.
- Welding electrodes approved by MFL should be used.
- Removed scrap to be shifted to the designated place.
- Drawing ref: MFL 0-10-30-455
- For welding refer notes in the drawing MFL 0-10-30-455, welding should be as per the notes of the respective drawing.

MFL SCOPE:

1. Required structural material will be supplied by MFL at MFL stores.
2. Power & Water will be supplied at one point.
3. Will provide drawings in soft copy no hard copy shall be given.
4. O-605 N/s & W/s 20 Nos of main vertical columns strengthening job
5. O-602 E/s B&S approach P/F & stair case renewal job and bottom tie beams renewal jobs
6. 1st A frame and vertical beam strengthening job

ANNEXURE – 2**QUALIFICATION CRITERIA****1.0 EXPERIENCE:**

Tenderer shall have experience in **Dismantling, Fabrication & Erection of Structural works** in any Large scale industry upto 60 FT elevation during last 7 years ending 31.03.2026

2.0 PROOF OF EXPERIENCE:

Tenderer should have experience in **Dismantling, Fabrication & Erection of Structural works** in any industry during last 7 years ending 31.03.2026 which should be either of the following:

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

(or)

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

(or)

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

3.0 FINANCIAL STATUS:

Tenderer shall have average annual financial turnover more than or equal to 40% of the estimated value of the tender in the last three financial years i.e., 2022-23, 2023-24 & 2024-25. Tenderer shall attach copies of Income Tax Returns filed for the last three financial years (2022-23, 2023-24 & 2024-25).

4.0 OTHER QUALIFICATION:

The Tenderer should not have been banned/ black listed/ Holiday listed by any reputed industries.

5.0 Check List for Uploading Required Documents:

Bidders are strictly advised to upload the following documents duly signed by authorized person with office seal during online submission of bid:

- (1) EMD
- (2) Annexure – 1 (Scope of Work)
- (3) Annexure – 6 (Additional Terms & Conditions)

- (4) Annexure – 7 (Tender Under Taking)
- (5) Annexure – 8 (Information about the tenderer's)
- (6) Annexure – 12 (Drawings)
- (7) Annexure – 13 (Format for RTGS with Bank details)
- (8) Annexure –15 (Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017)
- (9) Annexure – 16 (Deviation Sheet)
- (10) Copies of Award of Contract, Performance / Job Completion certificate, details of invoice and payment received w.r.t the contract from any organization to prove the experience as mentioned above
- (11) Audited statement of accounts for last three financial years i.e. 2022-23, 2023-24 & 2024-25 along with IT return
- (12) Copy of valid registration certificates obtained from ESI, PF and GST authorities.

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.**
- **Bidder shall ensure submission of complete information / documentation.**

Bidders to Visit MFL work site before participating in the tender for on-the spot assessment of the Plant condition and quantify the requirement before submission of the tender

ANNEXURE-3**MODEL PRICE BID FORMAT**

Sl. No.	Description	Qty	HSN / SAC Code	Applicability of GST RCM or FCM	Unit Rate (in Rs.)	Amount (in Rs.)
1	Structure renewal	68 MT			DO NOT QUOTE PRICE IN THIS FORMAT	
2	Beam Strengthening by patch weld	12 MT				
					Sub Total	
					GST@18%	
					Grand Total	

Offer Validity	75 days from End date
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Note:

- Payment will be made for the actual quantity of work done at site.
- For Fabrication, Erection and Dismantling of temporary supports, no separate cost will be paid.
- A separate price bid in excel format is attached. Bidders should quote the prices & statutory levies only in that format.
- 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 :

ANNEXURE-4**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

1. The tenderer shall submit the Earnest Money Deposit of **Rs.1,68,000/- (Rupees One Lakh Sixty Eight Thousand only)** by way of Insurance Surety Bond (or) demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL's approved format (Annexure 9) valid for 165 days from the date of bid opening including 45 days claim period or thru RTGS as per Annexure - 14.
2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM - Maintenance, MFL, Manali, Chennai-600 068.
3. Micro & Small Enterprises (MSE) shall be exempted from paying EMD by uploading valid document s/ certificates issued by NSIC or UAM or any other body specified by the ministry of MSME.
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. After submission of 5% of the contract value as security deposit by the successful tenderer, EMD will be returned to them.
7. Offers without EMD or valid NSIC / MSE Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
8. EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of commencement of the contract.
9. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.

EMD payment either in the form of DD or BG or thru RTGS, or, if seeking exemption based on NSIC / MSEs with relevant certificates to be directly sent to DGM - Maintenance, Madras Fertilizers Ltd., Manali, Chennai 600 068 with clear superscription on the cover as "EMD for Dismantling, Fabrication & Erection of Structure in AB B&S Plant Bulk Handling Area"

The details of the Earnest Money Deposit document should be submitted physically to the Department within three working days from the bid opening date and the scanned copy should be furnished at the time of online bid submission.

ANNEXURE-5**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

1. The successful tenderer shall pay 5% of the total contract value (excluding GST) towards Security Deposit by Insurance Surety Bonds (or) Demand Draft or Bank Guarantee in the approved format (Annexure – 10) valid up to **One year** beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure – 14, within 21 days from the date of AOC. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Maintenance, Madras Fertilizers Ltd, Manali, Chennai - 600 068.

Claim period should be one year from the date of Expiry of BG validity period.

2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/operations as required under the contract.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

ANNEXURE – 6**ADDITIONAL TERMS & CONDITIONS OF THE CONTRACT****1.0 DEFINITION**

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

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

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

2.0 BRIEF DESCRIPTION OF WORK:

Dismantling, Fabrication & Erection of Roof Structure in AB B&S Plant Bulk Handling Area

3.0 PLACE OF WORK:

Madras Fertilizers Limited, Plant Site at Manali, Chennai 600 068.

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.

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:

Techno-commercially qualified overall L1 Tenderer will be decided as per Annexure-3 – Rate Schedule.

6.0 SPLIT UP OF JOBS:

100% of the job will be given to the L1 tenderer. However 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.

7.0 CONTRACT PERIOD:

The Contract shall remain in force till the job is completed from the date of issue of Job Order.

8.0 PAYMENT TERMS:

8.1 95% of the contract value will be released after 60 days Credit Payment (45 days credit for MSE vendors as per MSME Act, against submission of relevant valid documents) from the date SDAC* generation in GEM Portal. Balance 5% will be retained towards Workmanship Guarantee.

8.2 Payment will be made only for the actual quantity of job completed.

8.3 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.**

8.4 Bills have to be drawn on DGM-Maintenance, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by signed copy of Job order.

8.5 Bills should be clearly marked with MFL Job Order No. and date and the tenderer's Bill No. and Date.

8.6 **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL on successful completion of job.

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

9.0 Successful Bidder shall furnish the following:

- **GST Registration Number from which (state) the supplies to be 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.**

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

- **Vendors 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.**

11.0 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.

12.0 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.

13.0 JOB COMPLETION PERIOD:

150 Days from the date of issue of Job Order.

14.0 LIQUIDATED DAMAGES (LD Clause):

In case of delay in completion of site erection job beyond the stipulated time of 150 Days, Liquidated Damages (LD) will be levied at the rate of 0.5 % per Week of the delay or part thereof, subject to a maximum of 5% of the total contract value

15.0 NEGOTIATION:

Applicable in the following circumstances:-

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

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

16.0 SUMMARY TERMINATION:

- 1.1 Notwithstanding anything contained in the Clause 9.3 Sub para, 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.

- 1.2 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.
- 1.3 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.
- 1.4 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.

17.0 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.

18.0 CONSTITUTION OF THE TENDERER:

- 18.1 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.
- 18.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 18.3 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.
- 18.4 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.

19.0 SIGNING THE TENDER AND DOCUMENTS:

- 19.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 19.2 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 Directors/Members of the tenderers.

- 19.3 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.
- 19.4 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.
- 19.5 Attested copies of Partnership Deed and Power of Attorney (original) shall be submitted along with the tender.
- 19.6 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.

20.0 INFORMATION ABOUT TENDERERS:

- The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business and Income-Tax paid – Annexure 8
- In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

21.0 OPENING AND ACCEPTANCE OF TENDER:

- Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall also reserve the right to negotiate the rates with any or all the tenderers, per CVC guidelines.
- Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of The Deputy General Manager – Maintenance
- The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's

Authorities, at their own expense and without any obligation, if called upon to do so

- Acceptance of the tender will be intimated to the successful tenderer through a **Letter of Intent**. The successful tenderer should submit the Security Deposit within the time specified in the NIT.

22.0 MFL SAFETY RULES AND REGULATIONS:

- 22.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.
- 22.2 The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc. should be provided by the contractor to his workmen, in compliance with full safety regulations. If any workmen not wearing safety appliances as stated above shall be charged Rs.50/- for each such occasion.
- 22.3 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 22.4 The contractor shall ensure that personal protective equipment's (per 1.2) needed for the job to be used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 22.5 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 22.6 SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.
- 22.7 The contractor shall obtain Entry tokens/passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs.50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.
- 22.8 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor.
- 22.9 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor

the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.

- 22.10 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for construction of Temporary Office at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

23.0 COMPLIANCE OF LAW:

- 23.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.

24.0 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.

25.0 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.

26.0 SPECIAL TERMS & CONDITIONS

- 1.1 Conditional offers will not be considered.
- 1.2 Rate quoted should be valid for a period of 120 days from the date of opening 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.
- 1.3 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.
- 1.4 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.
- 1.5 Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
- 1.6 Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
- 1.7 MFL will not be bound by any general/printed provisions of Tenderer's offer.

- 1.8 Tenderer should clearly indicate the % of GST wherever applicable.
- 1.9 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.
- 1.10 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.
- 1.11 The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
- 1.12 Tenders will be rejected for non-submission of relevant valid documents.
- 1.13 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

27.0 Public Procurement (Preference to Make in India) and Rule No. 144 (Xi) of GFR (Annexure 16)

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

28.0 e-REVERSE AUCTION

e-RA shall be conducted on GeM portal as per GeM Methodology, for finalization of contract and order shall be placed on lowest bidder. Only techno-commercially qualified bidders shall be allowed to participate in the e-RA. Thereafter e-RA shall be carried out as per GeM procedure. Negotiations if required, after the e-RA shall be carried out with the lowest bidder in the e-RA. In case of splitting of contracts, methodology of splitting as given in the NIT with the ranking of bidders after e-RA will be adopted.

In case, any of the bidder /s does / do not participate in the e-RA process, then his original / quoted rate will be considered for further evaluation and the outcome for the evaluation shall be acceptable and binding on the bidder. The Price bid opening shall be followed by the process of e-Reverse Auctions for finalization of the placement of GeM Contract. The exact date and time of e-Reverse Auctions shall be intimated to the parties.

****Note:** - Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

29.0 NEGOTIATION

If necessitated will be conducted - At the discretion of MFL

30.0 TIE-BREAKER METHODOLOGY:

In case of tie situation at the final rates quoted by the L1 tenderers, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year.

31.0 WORKMANSHIP GUARANTEE

5% of the contract value will be retained towards workmanship guarantee which will be released on completion of Guarantee period of 150 days from the date of completion of job. This can be claimed by submitting Bank Guarantee for 5% of the contract value with claim period of 60 days in the MFL approved format as per Annexure-11.

32.0 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.

ANNEXURE-7**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-8**INFORMATION ABOUT THE TENDERER**

Sl. No.	Information Required	To be Filled in by Tenderer		
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. (Enclose Udyam Certificate)			
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:
Date :

Signature of the Tenderer
(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 :
Date :

Signature of the Tenderer
(Name & Office seal)

ANNEXURE -9**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

Whereas _____
 _____ (hereinafter called the "tenderer") has submitted their
 offer dated _____ for supply of
 _____ (hereinafter called
 the "tender") against the purchaser's tender enquiry No.
 _____ KNOW ALL MEN by these presents that we
 _____ of
 _____ having our registered office at
 _____ are bound unto _____ (hereinafter
 called the "Purchaser") in the sum of
 _____ for which payment will and
 truly 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 the period of its validity;
 - (a) If the tenderer fails to furnish the performance security for the due performance of their 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 will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

BG validity period upto _____

Claim period of the BG upto _____

 (Signature of the authorized officer of the Bank)

 Name and designation of the officer

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

ANNEXURE -10**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 _____, Job 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 geniuses and authenticity of the Bank Guarantee.

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

Name and designation of the officer

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

ANNEXURE -11**BANK GUARANTEE FORMAT FOR MATERIALS/ 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

ANNEXURE - 13

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

VENDOR NAME			
ADDRESS			
TELEPHONE NO.			
EMAIL ID			
CONTACT PERSON'S			
a. NAME			
b. DESIGNATION			
c. MOBILE NO.			
COMPANY'S PAN NO.			
VENDOR'S BANK NAME			
VENDOR'S BANK ACCOUNT NO.			
IFS CODE			
VENDOR'S BANK CODE (MICR) NO.			
BANK ADDRESS WITH PHONE NO.			
GST NO.			
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO
HAVE YOU REGISTERED WITH	GEM YES / NO		
HAVE YOU REGISTERED WITH	MSME YES / NO		
IF SO, SPECIFY THE CATEGORY	General YES / NO	(SC/ST) YES / NO	Women Entrepreneur YES / NO
TYPE OF ENTERPRISES (Please tick the relevant category)	Micro	Small	Medium
Manufacturing	A	B	C
Services	D	E	F

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 Job Order No.

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

NEFT-National Electronic Funds

ANNEXURE - 14

	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 कार्मिक/ Per 25945210 संयंत्र / Plant 25941133 विप./ Mktg 25941285 विच/Fin 25941072 Website: www.madrasfert.co.in email: gmpasec@madrasfert.co.in CIN: L32201TN1966GO1005469		

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 / 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 संबंधित अधिकारी / Assistant Manager-I
 वणिज्यिक शाखा, चेन्नै / Commercial Branch, Chennai.

(Bank's Stamp)

CHIDAMBARAM SUBBURAJ
 C 6926

Date:

- Please attach a photocopy of cheque along with the verification obtained from the bank.
- 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
(73747) COMMERCIAL BRANCH CHENNAI
SOUTH CANTONMENT ROAD
222 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

केवल 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. सं.
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

⑈483119⑈ 600002014⑈ 000205⑈ 30

ANNEXURE – 15**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:

2	As mentioned above	<ul style="list-style-type: none"> • 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. • "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. • "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: - <ul style="list-style-type: none"> ○ An entity incorporated, established or registered in such a country; or ○ A subsidiary of an entity incorporated, established or registered in such a country; or ○ An entity substantially controlled through entities incorporated, established or registered in such a country; or ○ An entity whose beneficial owner is situated in such a country; or ○ An Indian (or other) agent of such an entity; or ○ A natural person who is a citizen of such a country; or ○ A consortium or joint venture where any member of the consortium or joint venture falls under any of the above • The beneficial owner for the purpose of (iii) above will be as under: <ul style="list-style-type: none"> • 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> <ul style="list-style-type: none"> ○ "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; • "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; • 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; • 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; • 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; • 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.
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		<p>c) "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.</p> <p>Note:</p> <p>a. 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.</p> <p>b. 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.</p> <p>d) 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>e) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>f) 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

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 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)

* * *

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 :

Tender No. :

Project / Description :

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

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

Evidence of valid registration by the Competent Authority is attached.

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

For and behalf of _____ (Name of the bidder)

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

* * *

ANNEXURE -16**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
Dismantling, Fabrication & Erection of Structure in AB B&S Plant Bulk Handling
Area

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 **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