

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

Tender Name	Supply and Apply of Epoxy Flooring in Admin Building	
Estimated Value of Tender	Rs.22,50,000/- (Rupees Twenty two lakhs fifty thousand only) Exclusive of GST	
Nature of Bidding	"Two Part" Bidding	
No of Days for Bid Submission	30 days.	
Bid Offer Validity Period from End date	75 days	
Bid Evaluation Basis	Total valuewise evaluation	
EMD	2% of the Tender Value (i.e. Rs.45,000/-) (Refer Annexure 4 & 9)	
ePBG / SD	5% of the Contract Value excluding GST (Refer Annexure 5 & 10)	
Contract period	60 Days	
Payment Terms	<p>Payment will be made (as mentioned below) on 60 Days Credit (45 days credit for MSME vendors as per MSME Act, against submission of relevant valid documents) Payment only from date of generation of SDAC and payment will be made thru RTGS/NEFT transfer. Tenderer to quote only for Credit payment offering a credit period of 60 Days/45 Days (In case of MSE's). Payment becomes due only from the 61st/ 46thday from the date of generation of SDAC and payment will be made thru RTGS/NEFT transfer (Refer Annexures 6).</p> <p>95% of the bill value will be made on generation of SDAC. Balance 5% will be retained towards Workmanship Guarantee, which shall be released on furnishing a Bank Guarantee valid for a period of 6 months with claim period of 1 year beyond the date of expiry of validity period in the MFL approved bank guarantee format as in Annexure - 11</p>	
Time To Be Allowed To The Bidder For Technical Clarifications During Technical Evaluation	2 Days	
Negotiation	If Necessitated will be conducted.	
LD Clause	Yes, Applicable.	
General Terms & Conditions	As per GeM GTC	
Contact Person for Technical	mgrplanning@madrasfert.co.in addlmgrplanning@madrasfert.co.in	044-25945371 044-25945376

* Service Delivery Acceptance Certificate

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SCOPE OF WORK**1. Preliminary Site Work**

- **Inspection & Testing:** Evaluate existing concrete for moisture content, compressive strength, structural cracks, or existing coating contamination.
- **Substrate Preparation:** Grind or shot-blast the surface (typically achieving a CSP 2-3 profile) to remove contamination and ensure mechanical adhesion.
- **Repairs:** Repair cracks, potholes, and joints using epoxy filler or putty.
- **Cleaning:** Thorough industrial vacuum cleaning to remove all dust, debris, and oil, ensuring the surface is dry.

2. Application Process

- **Priming:** Apply an epoxy primer to seal the concrete and prevent air bubbles in the final coat.
- **Underlayment/Screed Coat (If needed):** Apply an epoxy mortar or screed to level uneven floors, typically applied in 3 mm thickness.
- **Base Coat/Intermediate Coat:** Apply the main epoxy layer, often consisting of a pigmented base coat, followed by decorative flakes or quartz aggregate for texture and slip resistance.
- **Top Coat:** Apply a high-performance clear topcoat (polyurethane or epoxy) to protect against UV rays, abrasion, and chemicals.
- **Optional Features:** Install coving (up the wall) or create specific anti-skid zones, particularly at entrances.

3. Curing and Finishing

- **Curing:** Allow the floor to cure according to manufacturer specifications (usually 24–72 hours).
- **Final Inspection:** Examine the floor for pinholes, waviness, or uneven areas.
- **Cleanup:** Remove all materials, tools, and debris from the site

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

1.1 Tenderer should have experience in Supply and Apply of Epoxy Flooring in any reputed industry during last 7 years ending as of tender closing date, which should be either of the following:

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

(or)

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

(or)

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

1.2 Tenderer should submit Previous Work Orders or Contract award letter copies executed from any reputed industries to prove previous experience as stated above.

2.0 OTHER QUALIFICATION:

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

3.0 DOCUMENTS REQUIRED FOR QUALIFICATION:

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

- a) Copies of Award of Contract, Performance Certificate / Completion Certificate and Tax invoice from any organization to prove the experience as stated above in Sl. No.1.0.
- b) Valid NSIC / MSME Certificate.
- c) Annexure – 1 (Scope of Work)
- d) Annexure – 6 (Additional Terms & Conditions)
- e) Annexure – 7 (Information about the Tenderer)
- f) Annexure – 8 (Tender Undertaking)
- g) Annexure – 12 (Format for vendor RTGS with Bank details)
- h) Annexure – 14 (Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017)
- i) Annexure – 15 (Deviation Sheet)

4.0 IMPORTANT:

Signed copy of the above documents is to be uploaded as attachment with the on-line submission of bids. After tender opening and while processing the bids, if any document(s) is / are found not to have been uploaded by any tenderer, MFL will seek thru email the required documents and the tenderer shall submit the same within the date stipulated in the email. Tenderers not submitting the requisite Qualification Criteria documents on or before the date stipulated in the email shall not be considered for further processing. Vendors blacklisted by any PSU/ Government Agencies/ MFL and Vendors proposed for Holiday Listing and/or delisted/placed on holiday list by MFL shall not be considered.

ANNEXURE – 3**BILL OF QUOTE**

Sl. No.	Job Description	Qty	Unit Rate in Rs.	Amount in Rs.
1	Supply and apply of Epoxy Flooring 3 mm (Metallic Flooring with clear coat)	4500 Sqft	DO NOT QUOTE PRICE IN THIS FORMAT	
GST @ 18%				
Total Amount				

Note:

- A separate price bid in excel format is attached. Bidders should quote the prices & statutory levies only in that format.
- **Bidders should ensure that prices should not be indicated anywhere in the un-priced part.**
- **L 1 will be arrived based on the Total amount.**
- The quotation shall include all taxes and duties of any kind and tenderer request for consideration of any taxes after opening the price bid cannot be entertained.
- Payment will be made only for the actual quantity of jobs for which scope of work is completed.
- BOQ quantity in each item is tentative only; it may be increase or decrease without change in overall contract value.
- All materials required for the job must enter with proper MFL in-pass and same should be produced whenever required by MFL

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

1. The tenderer shall submit the Earnest Money Deposit of Rs.45,000/- (Rupees forty five 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 a period of 120 days from the date of bid opening, including 45 days claim period or thru RTGS as per Annexure - 13.
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 documents / 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 To Carryout Renovation of Instrumentation Workshop Engineers Room.

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 – 13, within 7 days from the date of commencement of the contract. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Maintenance, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
- 2. Claim period should be one year from the date of Expiry of BG validity period.**
3. No interest shall be paid on the Security Deposit.
4. 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.
5. 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. Only after due satisfaction as regards to the payment of wages and GST dues by the contractor, the security deposit will be refunded.
6. 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.
7. 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.
8. 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 DEFINITIONS:**

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- 1.4 "Services" shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 "Contract Rates" shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in "Contract Rates" will not be permitted under any circumstances.
- 1.6 "Company's Representatives" shall mean and include the GM - Plant, DGM – Maintenance or other officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT:

The period of contract will be 60 days from the date of handing over the site

3.0 LIABILITY OF PERSONNEL:

- 3.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to quote the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 3.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.

- 3.3 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.
- 3.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. 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.
- 3.5 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.
- 3.6 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.

4.0 PENALTY / LIQUIDATED DAMAGES (LD):

In case of delay in completion of job beyond the stipulated time of 60 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.

5.0 SUMMARY TERMINATION:

- 5.1 In the event of any failure on the part of the contractor MFL shall have the right without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms & 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 & cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.
- 5.2 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.
- 5.3 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.

- 5.4 Besides levy of the above penalties per Clause 4.0, MFL reserves the right to summarily terminate the contract for repeated non-performance or inadequate performance of any of the terms of contract.

6.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

7.0 MFL SAFETY RULES AND REGULATIONS:

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The contractor shall ensure that personal protective equipments (per 7.2) needed for the job, used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.
- 7.5 The contractor shall ensure that all supports made for the work shall be properly engineered and fabricated, and shall avoid use of temporary supports like drums and wooden crates.
- 7.6 Contractor should provide / install proper and appropriate SAFETY Boards and Signs in their job-sites, yards, workshops, site offices, temporary facilities, roads etc., as per MFL guidelines for SAFETY Boards and Signs.
- 7.7 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.
- 7.8 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.
- 7.9 The contractor shall obtain Biometric attendance, Entry tokens / passes from MFL Security Force and Distribute to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs 50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.

- 7.10 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount due to MFL by the contractor.
- 7.11 The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of the contract man sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur.
- However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be debited from the contractor's bill.
- 7.12 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the contractor a place for construction of Temporary office Accommodation / Storage facilities or Godown etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

8.0 PAYMENT TERMS:

- 8.1 Payment will be made on 60 Days Credit (45 days credit for MSME vendors as per MSME Act, against submission of relevant valid documents) Payment only from date of generation of SDAC and payment will be made thru RTGS/NEFT transfer. Tenderer to quote only for Credit payment offering a credit period of 60 Days/45 Days (In case of MSE's). Payment becomes due only from the 61st/ 46thday from the date of generation of SDAC and payment will be made thru RTGS/NEFT transfer.
- 95% of the bill value will be made on generation of SDAC. Balance 5% will be retained towards Workmanship Guarantee, which shall be released on furnishing a Bank Guarantee valid for a period of 6 months with claim period of 1 year beyond the date of expiry of validity period in the MFL approved bank guarantee format as in Annexure – 11.
- 8.2 The contractor shall submit his bills in triplicate for the services rendered by them.
- 8.3 Invoices should be clearly marked with GeM Contract No. and date.
- 8.4 If payment is delayed beyond the period mentioned above due to any reason, it will not be construed as violation of the terms and conditions of the contract, nor will give any right to the contractor to suspend the work under this contract. The contractor shall not be entitled to any interest on the amount of bills.

- 8.5 From the payments to the contractor against the bills for the services rendered, amount towards statutory levies and wages to the contract workmen to be made by the contractors will be retained and the same will be returned only on production of proof of remittance of statutory levies to the respective statutory authorities and payment of wages to workers.
- 8.6 Payments of bill will be processed only when the following conditions are met:
- Vendor should generate 3B in GST portal.
 - The bill to be reflected in 2B and 2A of MFL GST portal
 - The bill number, bill value, GST values to be matched with invoice and 2B/2A of GST portal
 - In case of RCM bills, vendor should fill the RCM Column GSTR 1 as "yes"
 - The invoice should be raise as per the provisions of GST Act
- 8.7 Successful Bidder shall furnish the following:
- GST Registrations number from which state the supplies is being made.
 - Copy of screen shot of GST filling sequence report taken from GST portal.
 - Applicability of TDS – Section, Percentage of TDS to be deducted.
 - Copy of PAN validity certificate generated from IT portal.
 - Please specify, whether FCM (Forward cover Mechanism) (or) RCM (Reverse Charge Mechanism), with respect to applicability of GST.

9.0 LAWS GOVERNING THE CONTRACT:

The contract will be governed by the Law of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (Chennai).

10.0 SUBLETTING AND TRANSFER:

- 10.1 The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 10.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 10.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

11.0 FORCE MAJEURE:

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

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

12.0 ARBITRATION CLAUSE:

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

Any or all disputes arising out of the Contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this clause and such Arbitration shall be in English and take place in the city of Chennai.

13.0 NEGOTIATION WITH L1 TENDERER:

If MFL deems it fit to conduct negotiation, MFL reserves the right to do so to finalize the price.

14.0 PLACE OF WORK:

Madras Fertilizers Ltd (MFL) Plant at Manali, Chennai - 600 068.

15.0 ESTIMATED VALUE OF THE TENDER:

Estimated value of the tender shall be approximately Rs.22,50,000/- (Rupees twenty two lakhs fifty thousand only) Exclusive of GST @ 18%

16.0 RATES:

16.1 The tenderer should quote the rates exclusive of all taxes. Taxes will be extra as applicable at the time of billing.

- 16.2 The tenderers shall quote the rate inclusive of all statutory levies and duties in the proforma, "BILL OF QUOTE" furnished as Annexure – 3.
- 16.3 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the MFL.
- 16.4 The rates quoted shall be valid for a period of one year from the date of commencement of contract.

17.0 SPLITTING UP OF JOBS:

100% of job will be awarded to L1 Tenderer.

18.0 SIGNING THE TENDER AND DOCUMENTS:

- 18.1 The tender duly filled in all respects shall be digitally signed on each page by the tenderer.
- 18.2 The tender and all connected documents shall be digitally signed by all the Partners/Directors/Members of the tender or by any such person, who has the full authority to bind all the Partners/Directors/Members of the tender.
- 18.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director, etc. of a Limited Company.
- 18.4 In the case of a partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause. The original partnership deed, along with an attested copy, should accompany the tender.
- 18.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 18.6 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.
- 18.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

19.0 CONSTITUTION OF THE TENDER:

- 19.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to DGM – Maintenance, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 19.2 The Contractor shall produce the original Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 19.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 19.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

20.0 INFORMATION ABOUT TENDERERS:

- 20.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz., name and address, composition, their main business, in the form as per Annexure- 7.
- 20.2 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:

- 21.1 Tenders received shall be opened on the due date and time.
- 21.2 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 reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.
- 21.3 Tenders not conforming to these instructions shall be liable for rejection which is at the sole discretion of MFL.
- 21.4 The tenderers should be prepared to visit 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.

- 21.5 Acceptance of the tender will be intimated to the successful tenderer through an Letter of Intent (LOI) or Job Order. The successful tenderer should submit the Security Deposit within 21 days from the date of Job Order or LOI.
- 21.6 While scrutinizing the Price Bids of all the tenderers, if MFL opines that there is a cartel formation among the tenderers, offers of those tenderers will be rejected or entire tender shall be refloated.

22.0 GENERAL:

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

ANNEXURE -7**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 : **Signature of the Tenderer**
Date : **(Name & Office seal)**

DECLARATION

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

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

Place : **Signature of the Tenderer**
Date : **(Name & Office seal)**

ANNEXURE- 8**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- 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 FORMAT 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 genuines 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 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 - 12

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

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

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

Place: _____ Signature of Authorized Signatory:

Date: _____ Name:

SEAL: _____ Designation:

(To be filled by MFL in case of ordering)

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

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

ANNEXURE - 13

	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 कार्यालय / 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		VIJAY MADRAS FERTILIZERS

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

Chidub
 (सहायक महा प्रबंधक / Assistant General Manager)

(Bank's Stamp)

WAMBARA SUBBURAJ
 C 6926

एवं संबन्धित
 Signature of Banker
 वाणिज्यिक शाखा, चेन्नै / Commercial Branch, Chennai.

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

07347-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
122, SOO BRIDGE 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 ₹

का. 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

11248312911 5000020141 00020511 30

ANNEXURE - 14**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. The onus of submission of appropriately certified documents lies with the bidder and MFL shall not have any liability to verify the contents and will not be responsible for the same. However, in case MFL has any reason to doubt the authenticity of the Local Content, MFL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.</p>

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

2	As mentioned above	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> 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. Explanation: <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; 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; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
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		<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. "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons. [Note:</p> <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>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

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 :

GeM Bid No. :

Project / Description :

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

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

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

For and behalf of (Name of the bidder)

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

* * *

Annexure-(C)**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)****Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & regarding restrictions under Rule 144(XI) of the General Financial Rules (GFRs), 2017**

Tender Name :

GeM Bid 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 - 15**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 Supply and Apply of Epoxy Flooring in Admin Building

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