



MADRAS FERTILIZERS LIMITED

(A Government of India Undertaking)

Manali, CHENNAI-600 068

NOTICE INVITING e-TENDER THROUGH GeM PORTAL for **Supply of Fermented Organic Manure (FOM) per FCO specifications in 50 kg packing**

e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

Madras Fertilizers Limited (MFL) incorporated in the year 1966, is a Central Public Sector Undertaking under the administrative control of the Department of Fertilizers (DoF), Ministry of Chemicals & Fertilizers, Government of India. MFL is engaged in manufacturing of Ammonia & Neem Coated Urea, and its activities include marketing of NC Urea & Ammonia.

Under the concept of balanced fertilization to improve the farm productivity, MFL engaged in trading of Organic based fertilizers like Organic Manure, City compost, Fermented Organic Manure (FOM), Phosphate Rich Organic Manure (PROM) and Potash Derived from Molasses (PDM) on its own brand name “VIJAY”- A Renowned Name among South Indian Farmers, by procuring the products from various manufacturers.

As a part of procurement of these organic products, online bids are invited item-wise (Region-wise) from Manufacturers of Fermented Organic Manure (FOM) on door delivery basis per FCO specifications in 50 Kg packing for a period of 2 years as follows:

Sl. No.	Item (Region)	Estimated Quantity (MT)	Estimated Amount Rs. (excl. of GST)	Estimated Amount Rs. (incl. of GST)
1)	Trichy	2400	8594400	9024120
2)	Salem	2600	9310600	9776130
3)	Madurai	1600	5880000	6174000
4)	Vellore	2800	9763600	10251780
5)	Puducherry	200	650400	682920
6)	Hyderabad	800	3616800	3797640
7)	Vijayawada	800	3466400	3639720
8)	Kadapa	1200	4297200	4512060
9)	Bangalore	1200	4522800	4748940
10)	Davangere	1200	4748400	4985820
11)	Bellary	1600	6180800	6489840
12)	Cochin	3600	14922000	15668100
Total		20000	75953400	79751070

The tender documents are available in MFL website www.madrasfert.co.in [“Tenders” - “tender”]. Tenderers/Bidders, who are interested to participate, are requested to submit their bids through GeM portal (Government e-Marketplace) on referring the instructions and terms & conditions available in training module to sellers & service providers in the website <https://gem.gov.in>.

For any clarification, please communicate to the following:

User Contact details: cmmktgcoord@madrasfert.co.in / coord@madrasfert.co.in

Mr Murugan D, Chief Manager - Marketing Coordination. Phone: 044 25945245/247

GeM portal: Contact details of Regional business facilitators are available at the bottom of home page of the web site <https://gem.gov.in> under the module - Training / Business Facilitators.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

SUMMARY

Estimated Tender value excl. of GST (approx..)	Rs.7.60 Crores (Rupees seven crores and sixty lakhs only).
Brief Description of work	Refer Annexure-1
Nature of Bidding	Two Part Bidding (2 Covers): 1 st Part: EMD & Techno-commercial Bid - Cover-1 2 nd Part: Price Bid - Cover-2
Due date & time of submission of Bid	As per GeM Bid document
Bid Opening Date & Time	As per GeM Bid document
Date & time of pre-bid meeting	09.06.2026 @1400 hrs (No change of date & time will be permitted). Participating tenderers may attend the pre-bid meeting on the scheduled date and time either in person at MFL, Manali, Chennai (or) through virtual mode (Video Conference) using the link: https://meet.google.com/gfc-hqdm-jyw
Procedure for opening of Bid	Bids will be opened in seriatim. Cover-1 followed by Cover-2 (on qualification of techno-commercial, Cover-1)
Bid Validity	75 days from the date of bid closing
Earnest Money Deposit (EMD)	2% of contract value as indicated in Annexure-7
Mode of Payment for EMD	By RTGS or by DD in favour of Madras Fertilizers Ltd, payable at Chennai or by Insurance Surety Bonds or by Bank Guarantee including e-Bank Guarantee (Annexures - 7, 13, 14). Original EMD - DD / BG should be furnished in a separate sealed cover super scribed as EMD for e-Tender No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026 and the same should be sent to GM - M&D within three working days after the due date of submission of bids. Scanned copy of the same should be uploaded along with tender documents. NSICs / Micro & Small Enterprises / Startups seeking exemption of EMD should upload the relevant documents.
Security Deposit (SD)	3 % of contract value (excluding GST) in the event of placement of award of contract (Refer Annexure-8).
Mode of Payment for SD	By RTGS or by DD in favour of Madras Fertilizers Ltd, payable at Chennai or by Insurance Surety Bonds or by Bank Guarantee including e-Bank Guarantee (Annexures - 8, 14, 15, 16).

Payment Term	60 days Credit Payment basis from the date of receipt of bills at concerned Regional Office, subject to bills are in order and acceptance. In case of MSEs it is 45 days.
Penalty & LD Clause	Refer Annexure-9
Period of Contract	Contract period shall remain in force for a period of two years from the date of agreement period.
Price Bid Evaluation (BOQ)	Item-wise (Region-wise) L1 basis
Reverse Auction	Will be conducted through GeM portal as per terms & conditions of GeM
Negotiation	Will be conducted, if required through GeM portal
Splitting of Quantity	Will be done, if required through GeM portal
Integrity Pact	Signing of Integrity Pact is Mandatory for contractual agreements, which is available in Annexure-19.
Public Procurement (Preference to Make In India) And Rule 144(XI) of the General Financial Rules (GFRs), 2017 Clauses	Refer Annexure-20
Tender Inviting Authority (TIA)	General Manager - Marketing & Distribution



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

List of Annexures

Sl. No.	Description	Part No.
1)	Instruction to Tenderers for Applying Gem Tender	Annexure-1
2)	Scope & Brief Description of Work	Annexure-2
3)	Pre-Qualification Criteria	Annexure-3
4)	Specification, Quantity & Technical Bid Format	Annexure-4
5)	Commercial Bid Format	Annexure-5
6)	Model Price Bid Break-up Format	Annexure-6
7)	EMD Terms and Conditions	Annexure-7
8)	Security Deposit (SD) Terms and Conditions	Annexure-8
9)	Special Terms & Conditions	Annexure-9
10)	General Terms & Conditions	Annexure-10
11)	Tenderer Undertaking	Annexure-11
12)	Information about Tenderer	Annexure-12
13)	Format of BG for furnishing EMD	Annexure-13
14)	Bank Details for EMD/SD payment thru RTGS	Annexure-14
15)	Format of BG for furnishing Security Deposit	Annexure-15
16)	Draft Performance Bank Guarantee	Annexure-16
17)	Vendor Bank Details & Authorization for RTGS/NEFT Payment	Annexure-17
18)	Declaration	Annexure-18
19)	Integrity Pact	Annexure-19
20)	Public Procurement (Preference to Make In India) And Rule 144 (XI) of GFR	Annexure-20
21)	Benefits to Micro and Small Enterprises (MSEs)	Annexure-21
22)	Deviation Sheet	Annexure-22
23)	Draft Agreement	Annexure-23



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-1

Instructions to Tenderers for applying GeM Tender

To apply for a GeM tender, you must first register as a seller on the Government e-Marketplace, complete your profile with product/service details, and then participate in bids by submitting technical and financial offers. The process is fully online and requires compliance with GeM's procurement rules.

General Instructions to Bidders (Open e-Procurement GeM Portal)

- The bidders are requested to register themselves on the website <https://gem.gov.in>, if not done already. Participation against this tender shall be submitted through GeM portal only and the bids submitted on any other platform (or) any other mode (or) including e-mails, physical submission of offers, etc. **will not be accepted.**
- Bidders shall study carefully the complete tender documents viz. Pre-qualification criteria, technical & commercial requirements, terms & conditions and any other documents forming part of this tender attached herewith. All conditions set out there-in shall be binding on the bidders unless conflicting with any conditions expressly stated by MFL while accepting any bid in the event of such acceptance.
- Before submitting the bid, the bidder shall familiarise himself about the details on scope of work, operating conditions indicated in special terms and conditions and satisfy himself on all aspects. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations if the contract is awarded.
- Only the relevant documents with respect to pre-qualification criteria and signed copy of annexures duly filled-in wherever mentioned, has to be uploaded as attachments with the Techno-commercial bid Cover-1. The uploading of entire tender document is not mandated.
- **Pre-Bid meeting** shall be held with prospective vendors, to have more clarity of the requirement. Non-participation in the Pre-Bid conference shall not lead to dis-qualification of the tenderer.

Step-by-step instructions for applying GeM tenders:

1. Seller Registration

- Visit gem.gov.in and sign up as a Seller/Service Provider
- Provide business details: PAN, GSTIN, Bank Account and Aadhar linked mobile/email
- Upload mandatory documents (Company Registration, MSME/NSIC Certificates if applicable)

2. Profile Completion

- Add product/service categories with specifications
- Ensure compliance with GeM's quality and performance standards

3. Search & Select Tender

- Navigate to Bids -> List of Bids
- Filter tenders by category, location or buyer organization
- Read bid documents carefully to understand eligibility, scope and EMD requirements

4. Bid Submission

- Submit Technical Bid: Upload compliance documents, certifications and product details
- Submit Financial Bid: Quote competitive pricing
- If applicable, prepare for Reverse Auction after technical qualification

For any clarification, please visit the web site of GeM portal <https://gem.gov.in>, at the bottom of home page under the module - Training / Business facilitators, the contact details of State-wise Regional business facilitators are available.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-2

Scope & Brief Description of work

- 1) Item-wise (Region-wise) Supply of Fermented Organic Manure (FOM) as per latest FCO specifications in 50 kg packing for trading under **Vijay** brand name for a period of two years.
- 2) The supply should be on door delivery basis to Dealer points / multi dealer points.
- 3) The estimated requirement of product to be supplied is furnished below. **However, MFL does not guarantee any definite quantity during the tenure of the contract.**

Item (Region)	Estimated Qty of Fermented Organic Manure (MT)	Approximate number of destinations
Trichy	2400	80
Salem	2600	80
Madurai	1600	70
Vellore	2800	110
Puducherry	200	10
Hyderabad	800	90
Vijayawada	800	80
Kadapa	1200	90
Bangalore	1200	110
Davangere	1200	100
Bellary	1600	100
Cochin	3600	80
Total	20000	1000

- 4) The Supplier must provide the Quality Performance Certificate for the products supplied fulfilling FCO specifications as per **Attachment-1 of Annexure-4** from Central/State Govt. owned Labs / Govt. Agricultural Universities/Govt. institutions like RCOF/NCOF or NABL accredited private labs.
- 5) The product should be packed in white BOPP fabric woven side gusseted laminated bags as per specifications and details provided in **Attachment-2 of Annexure-4**. Design will be provided by MFL.
- 6) The product to be supplied is excluding the Market Development Assistance of Rs.1500/MT, assuming that MFL will claim the same through POS sales under DBT scheme.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-3

Pre-Qualification Criteria

- 1) Tenderers producing the products at BG / CBG plants established under the umbrella of Galvanizing Organic Bio Agro Resources Dhan (GOBARdhan) initiative and registered in Unified Gobardhan Portal of Department of Drinking Water and Sanitation (DDWS) and the product manufactured shall confirm to Fertilizer Control Order (FCO) 1985 so as to claim Market Development Assistance by MFL. Certificate of Registration in Unified GOBARdhan Portal has to be uploaded and the certificate of Temporary Registration will not be considered.
- 2) Tenderer should have the potential to produce & supply Fermented Organic Manure (FOM) per MFL requirement to the Items / Regions for which the tenderer bidding for. A self-declaration on manufacturing capacity and the raw materials (Feed Stock) used for the process to be uploaded.
- 3) Tenderer should have experience in supply of Fermented Organic Manure (FOM) and submit documentary evidence for the same. Documentary evidence such as copies of purchase orders along with supply details (proof of delivery, invoices, etc.) or PO/AOW/JO with job completion certificate should be furnished and shall be either of the following during the last 7 years as on tender closing date
 - i) Three completed purchase orders each not less than 10% of the tender quantity
(or)
 - ii) Two completed purchase orders each not less than 15% of the tender quantity
(or)
 - iii) One completed purchase order not less than 20% of the tender quantity

Relaxation of MSE / Start-up:

The tenderer shall submit one completed purchase order costing not less than or equal to 10% of the tender quantity as a proof of experience in supply of Fermented Organic Manure (FOM) during the last 10 years as on tender closing date.

- 4) Tenderer should have valid FCO license / wholesale Marketing License (Form A2) and the documents to be uploaded.
- 5) Tenderer should upload a latest analytical report fulfilling FCO specifications as per **Attachment-1 of Annexure-4**, for Fermented Organic Manure (FOM), tested from Central/State Govt. owned Labs / Govt. Agricultural Universities/Govt. institutions like RCOF/NCOF or NABL accredited private labs.

- 6) Tenderer should have the average annual financial turnover more than or equal to 7.5% of estimated tender value for the Regions applying for, in the last three financial years of 2022-23, 2023-24 & 2024-25 only need to apply. Tenderer shall upload copies of GST Returns and Income Tax Returns filed for the last three financial years (for MSME/ Startups - Any one year in last three financial years).
- 7) The tenderer shall furnish a declaration in their letter head as per **Annexure -18**, that the tenderer has not been put on Holiday list / Delisted / Blacklisted / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation.

The necessary documentary proofs for the above pre-qualifying criteria, has to be uploaded as a part of Techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-4

Specifications, Quantity & Technical bid format

- 1) Product Specifications as per attachment-1 : Accepted
- 2) Bag Specifications as per attachment-2 : Accepted
- 3) Details of Districts covered under each item (Region) in attachment-3 : Accepted
- 4) Details of estimated Quantity item-wise :

Item (Region)	Estimated Qty to be supplied (MT)	Items (Regions) bid for (To be filled with) Yes / No
Trichy	2400	
Salem	2600	
Madurai	1600	
Vellore	2800	
Puducherry	200	
Hyderabad	800	
Vijayawada	800	
Kadapa	1200	
Bangalore	1200	
Davangere	1200	
Bellary	1600	
Cochin	3600	
Total	20000	

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

The duly filled and signed copy of this Annexure has to be uploaded as a part of techno-commercial bid cover-1.

PRODUCT SPECIFICATIONS - FERMENTED ORGANIC MANURE (FOM) AS PER FCO

Sl. No.	DESCRIPTION	REQUIREMENT
(i)	Moisture per cent by weight, maximum	30-70
(ii)	Organic Carbon (minimum)	12-14%
(iii)	pH	6.0 - 8.4
(iv)	Electrical conductivity	Not more than 4.0
(v)	Pathogens	Nil
(vi)	Heavy metal content (as mg/Kg), maximum	
	Arsenic (as As ₂ O ₃)	10
	Cadmium (as Cd)	5
	Chromium (as Cr)	50
	Copper (as Cu)	300
	Mercury (as Hg)	0.15
	Nickel (as Ni)	50
	Lead (as Pb)	100
	Zinc (as Zn)	1000

(As per FCO - 1985 amended on 27.03.2025)

	<p>PACKAGING MATERIAL SPECIFICATION PRODUCT : Vijay FOM (Fermented Organic Manure)</p>	
<p>MATERIAL : BOPP Woven Multicolor laminated bag in 50 kg</p>		

Sl. No.	TEST PARAMETER	SPECIFICATION
1)	Description	<ul style="list-style-type: none"> ➤ The bags shall be Side Gusseted, made of White-PP virgin Fabric Woven in Circular loom with Reverse Printed Outside Lamination. ➤ Mouth of the bag shall be completely open and properly heat cut or hammed so that tapes do not Fray.
2)	Printing	<ul style="list-style-type: none"> ➤ The Bag shall be printed in Multi color on both sides as per approved art work provided by MFL
3)	Bottom Seam / Stitching	<ul style="list-style-type: none"> ➤ Single fold, double stitch at bottom with UV stabilized thread / multifilament yarn of 1200 Denier. ➤ The stitching of bottom seam shall be done with two rows of chain stitches (Ref: IS 10789). ➤ The number of stitches/dm shall be 14 ± 2. ➤ The two rows of stitches shall be separated from each other by 5 mm and the outer stitch shall be approximately 8 mm from the outer edge of the sack. ➤ The stitching shall be done with fold over seam to a depth of min. 25 mm, so that the stitches pass through a min. of four layers of the fabric.
4)	Mesh Size, Tape-Width & Denier	<ul style="list-style-type: none"> ➤ The bags shall be made from 10 x 10 per 25 mm Mesh PP Fabric. ➤ Width of the tape shall be minimum 2.5 mm. ➤ Denier of the tape used for fabric shall be $1000 D \pm 5 \%$.
5)	Lamination	<ul style="list-style-type: none"> ➤ The fabric shall be extrusion laminated with BOPP film thickness of $25 \mu \pm 10\%$. ➤ Lamination shall be from outer side of the bag.
6)	Ash Content	Ash content in the bag shall not be more than 8%.
7)	Extrusion Lamination Thickness	Lamination: 24 gsm/m^2 Thickness: $110 \pm 5 \text{ g/m}^2$
8)	Width of Woven Bag	$505 \pm 5 \text{ mm}$
9)	Height of Woven bag (After Stitching)	$990 \pm 5 \text{ mm}$
10)	Side Gusset Width	$120 \pm 3 \text{ mm}$

Sl. No.	TEST PARAMETER	SPECIFICATION
11)	Weight of Bag (min)	Weight minimum 140.0 ± 5 g
12)	Breaking Strength-Widthwise (Ravelled Strip Method)	87 Kgf Min.
13)	Breaking Strength-Lengthwise (Ravelled Strip Method)	69 Kgf Min.
14)	Breaking Strength-Bottom seam	32 Kgf Min.
15)	Drop Test	Nominal capacity filled bag when dropped from the Height of 1.2 Meter (4 drops per Bag) shall not show any Rapture/leakage.
16)	Elongation	Elongation at break of fabric - 5.0 cm X 20 cm Strip Method breaking strength shall be in the range of 20 - 25%
17)	Workmanship	<ul style="list-style-type: none"> ➤ Bag shall be manufactured as per the above provided specification. ➤ Bags shall have close weaving. ➤ Bag shall be free from cuts, delamination, holes and improper weaving. ➤ Lamination shall be continuous free from pin holes, patches, blisters, tears, etc. ➤ Liner and fabric should be stitched together at bottom.
18)	Marking	Every bundle & Box shall have Product code, Pack size, Vendor name, Batch Number, Date, etc.
19)	Reference Diagram	

Districts covered under each items (MFL Regions) - State wise

State: Tamil Nadu - 4 items (Regions):

Region	District Name
Trichy (10 Operational Districts)	Tiruchirappalli
	Karur
	Perambalur
	Nagapattinam
	Thanjavur
	Mayiladuthurai
	Tiruvarur
	Cuddalore
	Ariyalur
	Pudukottai

Region	District Name
Madurai (10 Operational Districts)	Dindigul
	Kanyakumari
	Madurai
	Ramanathapuram
	Sivaganga
	Theni
	Thoothukudi
	Tirunelveli
	Tenkasi
	Virudhunagar

Region	District Name
Salem (9 Operational Districts)	Salem
	Namakkal
	Coimbatore
	The Nilgiris
	Tiruppur
	Erode
	Dharmapuri
	Krishnagiri
	Kallakurichi

Region	District Name
Vellore (9 Operational Districts)	Vellore
	Ranipet
	Tirupathur
	Tiruvallur
	Kanchipuram
	Chengalpattu
	Tiruvannamalai
	Villupuram
	Chennai

State: Puducherry - 1 item (Region):

Region	District Name
Puducherry (2 Operational Districts)	Puducherry Karaikal

State: Kerala - 1 item (Region):

Region	District Name	District Name
Cochin (14 Operational Districts)	Kozhikode	Ernakulam
	Wayanad	Idukki
	Kannur	Kottayam
	Kasargod	Alappuzha
	Malappuram	Pathanamthitta
	Palakkad	Kollam
	Thrissur	Thiruvananthapuram

State: Telangana - 1 item (Region):

Region	District Name	District Name	District Name
Hyderabad (23 Operational Districts)	Hyderabad	Nagarkurnool	Khammam
	Medchal-Malkajgiri	Wanaparthi	Mulugu
	Rangareddy	Jogulamba-Gadwal	Mahbubnagar
	Sangareddy	Nalgonda	Narayanpet
	Yadadri-Bhuvanagiri	Jangaon	Bhadradi
	Medak	Suryapet	Jayashankar
	Siddipet	Hanumakonda	Mahabubabad
	Vikarabad	Warangal	

State: Andhra Pradesh - 2 items (Regions):

Region	District Name	Region	District Name
Vijayawada (12 Operational Districts)	NTR	Kadapa (9 Operational Districts)	YSR Kadapa
	Krishna		Annamayya
	Guntur		Nellore
	Bapatla		Chittoor
	Palnadu		Ananthapuramu
	Eluru		Sri SathyaSai
	West Godavari		Kurnool
	East Godavari		Nandyal
	Konaseema		Tirupati
	Prakasam		
	Markapuram		
	Kakinada		

State: Karnataka - 3 items (Regions):

Region	District Name	District Name
Bangalore (14 Operational Districts)	Bangalore - Urban	Mandya
	Bangalore - Rural	Tumkur
	Chikkaballapur	Hassan
	Kolar	Kodagu
	Ramangaram	Chickmagalur
	Chamrajnagar	South Kannada
	Mysore	Udupi

Region	District Name
Davangere (8 Operational Districts)	Davangere
	Chitradurga
	Shivamoga
	Haveri
	North Kannada
	Dharwad
	Gadag
	Belgaum

Region	District Name
Bellary (9 Operational Districts)	Bellary
	Vijayanagara
	Koppal
	Bagalkot
	Raichur
	Vijayapura
	Yadgir
	Gulbarga
	Bidar



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-5

Commercial bid format

1)	Name of the Tenderer:		
2)	Address:	E-mail:	
		Mobile:	
		Landline:	
3)	Payment Term: (Refer Annexure-9) 60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment only from the date of receipt of bills at concerned Regional Office, subject to acceptance thru RTGS/NEFT transfer.		Accepted
4)	Contract Period: (Refer Annexure-9) “Contract period shall remain in force for a period of two years from the date of agreement period”.		Accepted
5)	Delivery Schedule: (Refer Annexure-9) The supplier has to arrange product despatch to MFL dealers within 15 days on door delivery basis as per the indents /POs placed by MFL.		Accepted
6)	Delivery Place: (Refer Attachment-3 of Annexure-4 & Annexure-9) To MFL Dealers / Sub-dealers destinations originally indented for		Accepted
7)	Delivery Term: (Refer Annexure-9) Door delivery at MFL Dealers / sub-dealers destination originally indented for		Accepted
8)	Freight & Insurance - To Vendor's Account Packing & Forwarding - To Vendor's Account		Accepted
9)	Offer Validity: 75 days from the date of bid closing		Accepted
10)	Security Deposit: (Refer Annexure 8 ,14, 15 & 16) 3% in the event of placement of order by RTGS/DD/BG		Accepted
11)	Penalty &LD clause: (Refer Annexure-9)		Accepted
12)	Received Quantity: (Refer Annexure-9) Number of bags as acknowledged by the Dealers / Sub-dealers in vendor's DC/Invoice whichever is less will be the final and is applicable for payment.		Accepted
13)	All other terms & conditions in Annexure 9 & 10		Accepted

14)	GST Registrations Number from which (state) the supplies are being made (Please Fill).	State : State : State :	GST No. GST No. GST No.
15)	Copy of screen shot of GST filling sequence report taken from GST portal		To be Submitted
16)	Applicability of TDS - Section, Percentage of TDS to be deducted (If Yes - Details to be furnished)		Yes / No To be Furnished
17)	Copy of PAN validity certificate generated from IT portal		To be Submitted
18)	<p>Payments of bill will be only processed when the following conditions are met:</p> <ol style="list-style-type: none"> 1. The invoice should be raised as per the provisions of GST Act 2. Vendor should generate 3B in GST portal before stipulated due date 3. The bill to be reflected in 2B and 2A of MFL GST portal 4. The bill number, bill value, GST values to be matched with invoice and 2B/2A of GST portal 5. Copy of Latest analytical report fulfilling FCO specifications as per <u>Attachment-1 of Annexure-4</u>, tested from Central/State Govt. owned Labs / Govt. Agricultural Universities/Govt. institutions like RCOF/NCOF or NABL accredited private labs, should be submitted along with invoices / bills 6. In case of RCM bills, vendor should fill the RCM column of GSTR1 as "Yes". 		Accepted

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

The duly filled and signed copy of this Annexure along with attachments for Sl. No.15-17 has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-6

Model Price Bid Break-up Format

Supply of Fermented Organic Manure (FOM) per FCO specifications in 50 kg packing - Staggered Delivery within two years period

HSN Code: _____

Applicability of GST: FCM (Forward Cover Mechanism)

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Consignee ID	Delivery Period (in number of days)	Basic Price per unit (Rs.)	GST @ 5% (Rs.)	Total rate incl. of GST per unit (Rs.)	Gross total value incl. of GST for Total Qty (Rs.)
1)	Trichy Region	Trichy Region	2400	Metric Tonne	mflconsignee trichy	730				
2)	Salem Region	Salem Region	2600	Metric Tonne	mflconsignee salem	730				
3)	Madurai Region	Madurai Region	1600	Metric Tonne	mflconsignee madurai	730				
4)	Vellore Region	Vellore Region	2800	Metric Tonne	mflconsignee vellore	730				
5)	Puducherry Region	Puducherry Region	200	Metric Tonne	mflconsignee vellore	730				
6)	Hyderabad Region	Hyderabad Region	800	Metric Tonne	mflconsignee hyderabad	730				
7)	Vijayawada Region	Vijayawada Region	800	Metric Tonne	mflconsignee vijayawada	730				
8)	Kadapa Region	Kadapa Region	1200	Metric Tonne	mflconsignee kadapa	730				
9)	Bangalore Region	Bangalore Region	1200	Metric Tonne	mflconsignee bangalore	730				
10)	Davangere Region	Davangere Region	1200	Metric Tonne	mflconsignee davanagree	730				
11)	Bellary Region	Bellary Region	1600	Metric Tonne	mflconsignee bellary	730				
12)	Cochin Region	Cochin Region	3600	Metric Tonne	mflconsignee cochin	730				

Note:

- Basic price per MT is inclusive of product cost, packing material, printing cost and door delivery to dealer destination and excluding the Market Development Assistance of Rs.1500/MT assuming that MFL will claim the same through POS sales under DBT scheme.
- Delivery period of 730 days mentioned as above is for the total estimated quantity of a particular Region during the contract period of two years and it is within 15 days for each Purchase orders to be placed.
- Bidders may quote for one or any number of Items / Regions.
- Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- Bidders to note that if prices are indicated in their un-priced techno-commercial part, their offer will be rejected and no further evaluation or communication will be entertained in this regard.

Submission of financial bid:

1. **Preparation of Price Breakup Format:** The bidder is required to prepare and complete the price breakup format (downloaded from corresponding GeM bid in excel format) as a mandatory component of the financial bid.
2. **Submission of Financial Bid in GeM Portal:** Item-wise / Region-wise, the total values, **inclusive of GST**, as computed in the price break-up format, must be entered in the respective field {for the item(s) /Region (s) they are willing to participate} in the financial bid section of the GeM Portal.

Bidder must also upload the scanned copy of filled and signed price breakup format (.pdf) along with the financial bid.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-7

Earnest Money Deposit (EMD) - Terms & Conditions

1. The tenderer shall submit the Earnest Money Deposit as given below:

Item (Region)	EMD Amount (Rs.)
Trichy	172000
Salem	186000
Madurai	118000
Vellore	195000
Puducherry	13000
Hyderabad	72000
Vijayawada	69000
Kadapa	86000
Bangalore	90000
Davangere	95000
Bellary	124000
Cochin	298000
Total	1518000

- by way of RTGS per details furnished in (Annexure-14) or Demand Draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Insurance Security Bond or Bank Guarantee (BG) including e-BG in the MFL’s approved format (Annexure-13) valid for 120 days (BG validity period upto 19.10.2026) from the date of bid closing with a claim period of one year from the date of validity period of BG/e-BG (claim period upto 18.10.2027).
- In the case of EMD thru BG, Independent confirmation for having issued the BG by the concerned banker should sent directly to General Manager-Marketing & Distribution, Madras Fertilizers Limited, Manali, Chennai 600068 to reach within three working days from the due date of submission of bids.
 - The NSIC/MSEs /Startups registered bidders seeking EMD exemption should enclose valid Certificate of such Registration. They should upload the relevant Certificate copy before the closing date and time of tender.
 - EMD shall not carry any interest.
 - EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
 - Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
 - EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions of offer, without prejudice to MFL’s rights to initiate other legal action, for losses, if any suffered by MFL, even after forfeiture of EMD.
 - Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
 - Tenderers who are submitting EMD payment in the form of RTGS or DD or BG should upload the scanned copy of the same on or before the Closing Date and Time of the Tender. The original EMD DD / BG should be directly sent to **General Manager-Marketing & Distribution, Madras Fertilizers Limited, Manali, Chennai 600068** with clear superscription on the cover as “EMD for e-TENDER No.GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026” within 3 working days after the due date of submission of bids.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-8

Security Deposit (SD) - Terms & Conditions

- 1) Successful tenderer irrespective of holding NSIC / MSE Certificates shall have to make Security Deposit (SD) to the tune of 3% of Contract value (Excluding Taxes) within 21 days from the date of Award of contract, by RTGS / Demand Draft / Insurance Surety Bond / BG (including e-BG) in MFL's approved format (**Annexure-15**) with a validity of 60 Days beyond the date of completion of the contract period. Claim period should be one year from the date of validity period of BG.
- 2) In the case of SD thru BG, Independent confirmation for having issued the BG by the concerned banker should be sent directly to GM-M&D, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- 3) Unreturned SD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- 4) The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations / operations as required per tender.
- 5) Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract besides forfeiture of EMD.
- 6) MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question.
- 7) In the event of the SD being insufficient or if the SD has been wholly forfeited, the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall submit either by RTGS or by DD or by BG in approved format (**Annexure-15**) so that the total amount of security deposit shall not at any time be less than the specified amount.
- 8) SD shall be liable for forfeiture without prejudice to any other claims in the event of breach of contract / failures by the contractor, if any.
- 9) SD shall not carry any interest.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-9

Special Terms & Conditions

1) 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 bidders submitting their offers and/or successful bidders entering into agreement with MFL, their Heirs, Representatives, Executives, Administrators, Successors and their permitted assignees, as the case may be.

"Products" shall mean and include Fermented Organic Manure (FOM) manufactured / formulated/ marketed.

MFL shall mean and include Administrative and Executive Officers of the Company who are authorized to deal with all matters relating to these presents on its behalf.

2) CONSTITUTION OF THE TENDERER

After submission of offer by any tenderer and if any contract is awarded to such tenderer based on such offer, from the date of offer and until compliance with all the contractual obligations the tenderer/contractor shall, inform by Registered Post to General Manager - Marketing & Distribution, Madras Fertilizers Limited, Manali, Chennai 600068, within 10 days, any change in the composition of the tenderer/contractor and/or any re-constitution of the tenderer/contractor and/or any happenings like death / resignation of any Partner / Director / Member etc., in the tenderer/contractor organization. On receipt of such information, MFL reserves the right to consider the offer or reject the same and/or continue or terminate the contract, if any awarded to the tenderer.

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

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

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

3) PERIOD OF CONTRACT

Contract period shall remain in force for a period of two years from the date of agreement period.

MFL shall have the right to terminate the contract by giving 30 days' notice in writing to the supplier.

In case the supplier wants to withdraw from the contract in the middle of agreement period at their own, the supplier shall give 90 days' notice in writing to MFL and the supplier shall be liable to compensate to MFL for all costs, expenses or losses, if any incurred by MFL on this account.

4) PRICE

Price quoted must be firm during the period of the Contract. Please quote the lowest rate for delivery of the product including product cost, packing material, printing cost and Door delivery to dealer destination.

Supplier shall meet all expenses and bear risks including transport / transit insurance up to MFL's dealer points notified by MFL from time to time.

5) EVALUATION BASIS

The Price bids of tenderers qualified in the techno-commercial bid alone will be considered for price evaluation.

- **Selection of L1 Bidder:** The bidder with the least value (L1) for Item-wise / Region-wise as computed by the GeM Portal, will be selected.
- **Consideration for MSE Bidders:** In scenarios where there are multiple L1 bidders who are non-MSE, and an L2 bidder is an MSE within the L1+15% price band, the system will first provide the MSE bidder with an option to match the L1 price. If the MSE bidder declines or fails to respond, the system will proceed to rerun the L1 selection process among the non-MSE L1 bidders.

Consideration of MSE bidders owned by SC/ST or a Women Entrepreneur will be processed by GeM portal.

- **System-Driven Submission and Selection:** The system-generated process ensures that all bids, including financial bids, are evaluated fairly and consistently. The system-selected L1 bidder must confirm their willingness to execute the contract within the stipulated timeframe, failing which the process will continue until a confirmed L1 bidder is identified.
- **Reverse Auction and/or Negotiation:** Reverse Auction will be conducted per terms and conditions of GeM. Negotiation will be conducted, if required.
- **Splitting and Allotment of Quantity:** Splitting and allotment of contract quantity will be processed per terms and conditions of GeM. MFL reserves the right to prefer the splitting of Contract into two or multiple bidders.

6) VOLUME

The quantity indicated in the tender is only tentative and the same is subject to revision. **MFL does not guarantee any definite quantity during the tenure of the contract.** MFL reserves the right to increase or decrease the quantity during the contract period since the demand for product is purely on Agricultural activity which in turn depends on monsoon and other related factors in a particular agriculture season.

Whenever the estimated quantity is exhausted during the contract period, the contractor has to perform the contract with an upper limit of 25% over and above the tender quantity on the same rate, terms & conditions and also the contractor has to provide additional security deposit for the value of upper tolerance limit.

7) BRAND NAME

The product has to be supplied under MFL brand name of “Vijay Fermented Organic Manure (FOM)” (or) whatsoever the name finalized by MFL.

8) PACKING

- The product should be packed in 50 kg packing.
- The quality and dimension of the packing material should be fulfilled with the requirement provided in the Attachment-2 of Annexure-4.
- The Bromide design and content to be printed on both sides of the bag will be provided by MFL.
- The bag has to be stitched on folding the side gusset inwards, after packing the product.
- Any guidance on packing size, specifications of bags shall be adhered by the bidders as amended from time to time by the Purchaser.
- The cost of bag, printing, lamination, packing the product and stitching are to be borne by the supplier.

9) DELIVERY SCHEDULE:

MFL will place dealer-wise indents / POs to the supplier and the supplier has to arrange product despatch to MFL dealers on **door delivery basis** to the destinations as per the indents /POs placed by MFL.

On receipt of the indents/POs from MFL, supplier has to despatch the product within 15 days and the details to be confirmed to the Regional Office through email.

If the indent / PO is less than a truck load, by clubbing more than one dealer in a Market or nearby markets, despatches to be effected on door delivery basis by combining 2-4 destinations in a truck load covering a distance of 20 km radius surroundings to the destination.

If the dealer opts for multiple delivery in the same market or in nearby market in a single order, the same should be honored on door delivery basis at the cost of the supplier covering 20 km of radius to the destination.

MFL is having more than 3000 retail dealers in 1000 locations all over the marketing territory and indents placed by MFL to be accepted irrespective of the distance / route in the respective region.

All the required statutory documents to be raised and handed over to the trucker should be executed by the supplier during product despatch to meet the Sales Tax Authorities requirement and should ensure for the safe arrival of the product at the required destination (dealers point).

10) INSPECTION & TESTING

Purchaser shall have the right to randomly check the quality of bags and the product in the supplier's premises, dealer points in the field at any time and to reject unacceptable goods.

Notwithstanding purchaser's acceptance or right of inspection and or any other terms and conditions provided in the purchase order, supplier warrants that the product is complied with the MFL Specification. The Purchase Order is issued in reliance on the aforementioned warranty of the supplier.

The supplier shall, whenever required by the Company or Government Officials authorised under the statutes, produce for inspection, all forms, registers and other papers required to be maintained under various statutes.

11) REJECTION

All supplies should conform to specification as stipulated in Attachment-1 of Annexure-4. Tenderer should ensure the quality before dispatching the consignment. If the material received is not conforming to our specification, shall be liable for rejection. The bagged product shall be without any foul smell. MFL reserves the right to accept or reject any load or part thereof due to reasons like foul smell, cut and torn condition of bags or smudge on bags.

MFL shall have full right to reject the entire or part consignment received at indented destination for any quality deviations detected by MFL and /or any State/Central quality inspection authority under FCO.

Tenderer must make necessary arrangements for removing the rejected product immediately and arrange to replace the same with fresh supply conforming to specification on receipt of intimation from MFL at their risk and cost.

12) RECEIPT / WEIGHMENT

On ensuring the supply of the product to the dealer indented for, the supplier has to get acknowledgement (seal and signature) from the dealer in the Delivery Challan (DC) / Invoice for the quantity delivered (both in MT and number of bags) and forward the same to the concerned Regional Office, MFL for processing payment.

For any shortage in weight noticed on or after receipt of stocks at MFL dealer / Sub dealer points and communicated within 30 days from the date of receipt, supplier shall compensate MFL within two months form the date of claim.

Any default or observation noticed by Department of Legal Metrology in respect of weights and measurements and packaged commodity act will be handled by manufacturer only at their cost.

13) PENALTY CLAUSE

MFL shall be at liberty to recover any damages, losses, costs or expenses incurred by them due to supplier's negligence or un-workman like performance. The amounts shall be deducted from any sum then due or payable at any time thereafter may become due to the supplier under this or any other contract with MFL.

With respect to the supplied product not meeting FCO standards, the product has to be either replaced by the supplier or MFL shall deduct the value of the quantity of such sub-standard product, storage charge, damage, shortage etc. from the pending bills.

14) LIQUIDATED DAMAGE CLAUSE (LD Clause)

Delay in receipt of product beyond fifteen days from the date of indent / PO received by supplier, penalty at the rate of 0.5% of the invoice value for each delayed week subject to a maximum of 5.0% of the invoice value shall be levied and adjusted against pending payment by MFL.

Purchase order value includes basic order value + applicable statutory levies and freight & insurance if applicable. LD clause is also applicable for the part of the quantity, which remains undelivered in a single indent / PO.

15) CANCELLATION OF ORDER

MFL reserves the right to cancel the indent / PO placed based on the prevailing agricultural situation (or) failure to comply with delivery of product per Delivery Schedule mentioned above and further exhausting the LD clause period, the indent / PO placed shall be cancelled without assigning any reasons thereafter.

16) SHIFTING OF QUANTITY

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

17) BILLING AND PAYMENT TERMS

- The invoices shall be submitted to MFL thru concerned Regional Office with dealer acknowledgement on weekly / fortnightly / monthly basis to enable MFL for arranging payment on the due date. Payment will be made on 60 days Credit (45 days Credit to MSE vendors as per MSMED Act) thru RTGS from the date of receipt of bills at concerned Regional Office, subject to acceptance.
- Any loss of MDA to MFL due to non-compliance on quality / non submission of quality certificate will be recovered from the suppliers.
- Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to process time and/or force majeure situation.
- Seeking “Payment thru Proforma Invoice” or “Payment against documents thru bank” or “Payment thru letter of credit” etc., will be summarily rejected.
- Invoices should be clearly marked with MFL Purchase Order No. and date and the tenderer’s DC No. and Date.
- RTGS Form (Annexure-17) to be filled in, signed & uploaded along with the offer by the Tenderer to avoid any delay in processing payment.
- The delay arising on account of Non/belated submission of bill documents and disputes on supplies made shall not be considered as default in making the payment on the due date by MFL.

18) MFL SAFETY RULES & REGULATIONS

Tenderer shall strictly adhere to all the existing statutory rules and regulations and scrupulously follow all the safety precautions, rules and regulations during the tenure of the contract and during the delivery of the product. Tenderer should comply with environmental instructions while delivering their product at MFL’s dealer / sub-dealer destinations.

19) 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. All their dealing with third parties shall be without reference to MFL.

20) SUMMARY TERMINATION

MFL reserves the right to terminate the contract, without giving any notice, due to failure/breach on the part of the contractor in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation inclusive breach of contract. The decision of MFL on the part of the contractor, with respect to failure and breach of contract by the contractor shall be final and binding on the contractor and such decision shall not be called into question.

In the event of any failure on the part of the contractor MFL shall have the right without prejudice to any other right / remedies to get the supplies thru any other agency and the contractor shall be liable to compensate MFL for all the costs, damages, expenses or losses if any incurred by MFL on this account.

21) 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.

The contractor shall follow and comply with all statutory rules and regulations applicable from time to time and shall be solely responsible for any breaches thereof and for any payment to be made thereunder.

The contractor shall undertake to indemnify the company against consequences arising out of the contractor's violation or non-adherence of rules and regulations of Municipal / State / Central Government.

All necessary licences required for manufacturing and despatch of product under any act or rules or order in force shall be the responsibility of the tenderer on payment of required amount and shall exhibit such licences in the premises for inspection by the officials concerned.

22) 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 there of 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.

23) ARBITRATION

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

24) COMPLIANCE WITH STATUTORY PROVISIONS

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

For any shortage / damage / defects noticed on or after receipt of stocks at MFL dealer points and communicated within 30 days from the date of receipt, supplier shall compensate MFL within two months from the date of claim.

All the field problems related to quality in terms of specification of the product / failure to supply the product as per specification of FCO and if the product fails not conforming to specifications based on analytical report if analysed by any Govt. Institutions and other statutory requirements / compliances shall be solely handled by the supplier only, and MFL is in no way responsible for the same.

The contractor shall fully indemnify MFL for any default or non-observances 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 rights 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.

25) VARIATION

MFL will not be bound by any general or printed provisions of tenderer's offer. The processing of tender per applicability of MFL NIT terms and conditions through GeM portal is acceptable.

26) DECLARATION IN HOLIDAYLIST/BLACKLISTED/ DEBARMENT

Procedure:

- i) Proceedings for Holiday listing shall be initiated against an Agency when a prima facie case for Holiday listing comes up, before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause Notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the

show-cause notice and the “Agency” should be asked to submit within 15 days a written statement in its defense.

- ii) The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department / Designated Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee which consists of respective Tender Committee.
- iii) Thereupon the Show Cause Notice, as approved by Vendor De-listment Committee, will be issued by the concerned Procurement Department / Designated Department.
- iv) On receipt of the explanation from the Agency, the procurement Department / Designated Department will put up the proposal for holiday listing, to the Competent Authority, through the vendor de-listment committee. Competent Authority for Holiday listing is Tender Accepting Authority.
- v) The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up to the Competent Authority for final decision on Holiday listing or otherwise.

The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / Blacklisted / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation.

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

27) INTEGRITY PACT

- a. Signing of Integrity Pact (IP) is mandatory for every tenderer participating in this tender. A copy of the IP is enclosed, which may be deemed to have been signed by MFL. The Tenderer(s) and MFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- b. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. Any bid not accompanied by duly signed IP by the Tenderer would be rejected.
- c. The Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) for the tender shall be:
 - i. Shri. B Ravichandran, IRS (Retd.)
Contact No. +91 9482234346, e-mail: bravi1958@gmail.com
 - ii. Shri. M J Joseph, ICAS (Retd.)
Contact No. +91 9560697979, e-mail: mohan.joseph@gmail.com

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

28) CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

29) ANY OTHER COMMENT / INFORMATION / REMARKS:

No deviation to the terms and conditions of NIT is allowed. The offer with any condition / deviation may be rejected at sole option of MFL. However vendor may offer comments or deviations if any, as proposed in the deviation sheet (Annexure-22).



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-10

General Terms & Conditions

- 1) Conditional offers will not be considered.
- 2) Rate quoted should be valid for a period of 75 days from the date of bid closing. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like “delivery period”, etc.
- 3) In the event of placing the indents / POs, the tenderer should strictly adhere to deliver the product within 15 days and failing which should accept the liquidated damages imposed by MFL.
- 4) Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
- 5) Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
- 6) Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
- 7) MFL will not be bound by any general / printed provisions of Tenderer’s offer.
- 8) Tenderer should adhere the applicable GST & HSN Code. In case of any change the same will be applicable from the effective date of implementation.
- 9) MFL shall have the right to inspect and test the product at any time and to reject unacceptable product. Tenderer must make necessary arrangements to replace the same at their risk and cost.
- 10) Notwithstanding purchaser’s acceptance or right to inspection and / or any other terms and conditions provided in NIT, tenderer warrants that the product supplied hereunder are free from any defects and fully comply with the specifications of product and packing. Indent / Purchase order will be issued in reliance on the aforementioned warranty of the tenderer.
- 11) The expenses incurred owing to the tenderers not complying with the purchaser’s instruction will be to the tenderer’s account.

- 12) The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
- 13) Tenderer warrants that the product described herein, and sale or use of them will not infringe any patent and tenderer covenants that he will defend at his own cost and expense every act which may be brought against the purchaser or against those selling or using the purchaser's products for any alleged infringement of any patent by reason of the sale or use of such articles and tenderer agrees to pay all costs, damages, liens and profits recoverable in any such action.
- 14) Eligible NSIC registered Micro & Small Enterprises (MSE's) participating in this tender and quoting price within L1+15% will be considered. Such bidders may be allowed to supply up to 25% of the Purchase Order value, where it is feasible to place order on more than one bidder by splitting the quantity, provided such bidder is prepared to match the L1 price quoted by the Non-MSE. MSE's owned by SC/ST entrepreneurs may be allowed to supply 4% out of 25% of the Purchase order value. MSE's owned by Women entrepreneurs may be allowed to supply 3% out of 25% of the Purchase order value.
- 15) MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
- 16) The tenderer shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the tenderer and the consequences thereof shall be solely on account of the tenderer. Liability, if any, under this head shall be solely borne and paid for by the tenderer.
- 17) It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/Cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (CAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures.
- 18) The successful tenderer shall enter into an agreement with MFL, on a stamped paper of appropriate value, incorporating the terms and conditions of the contract.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-11

Tenderer undertaking

THE TENDERER HEREIN

- 1) Agrees, accepts and abides by all the terms, conditions and covenants of tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- 2) Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer.
- 3) Confirms that awarding of the contract is based on the bids of the tenderer and it is at the sole discretion of MFL.
- 4) Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- 5) Accepts EMD, SD, LD & Penalty clauses and agrees for invocation of the respective clause(s) in case of non-fulfillment of commitment.
- 6) Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- 7) Agrees to update any changes made in the tenders & subsequent corrigendum from e-Tendering portal of GeM.
- 8) The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / Black-listed / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 26 of Annexure-9).

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

The duly filled and signed copy of this Annexure has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-12

Informations about the Tenderer

Sl.No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Phone Number, Mobile number, Email ID, etc.	Phone (off) : Mobile : E-mail ID :
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Name of the Kartha in case of Hindu joint family business, or the name of the proprietor in the case of proprietorship or the name of the partners in the case partnership firm or the name of the Managing Director in the case of limited companies should be furnished.	
6	In case of change in composition and change of the partner or proprietor, the same should be intimated to MFL in writing, well in advance with required documents. In such case of changes, MFL reserves the right to terminate or to continue the contract	
7	Nature of normal business of the tenderer	
8	Details of manufacturing unit (technical details of manufacturing process)	Name of the Units and Address: Annual Capacity of Unit (unit-wise): Technical Details of Producing process:

9	Volume of Fermented Organic Manure (FOM) handled for 2024-25 & 2025-26	
10	GST Registration No.	
11	Details of Turnover for last three years	
12	Copy of PAN Card and last 3 years IT Return with acknowledgment order to be attached	
13	Last Three years statement of Accounts with Balance Sheet.	
14	MSME DETAILS 1) GENERAL 2) SC/ST 3) WOMEN ENTREPRENEUR	
15	Letter of authority to sign the tender documents	

I have read and understood the terms and conditions of e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 DATED 22.05.2026

Signature
(With seal)

I/we declare that the above statement is true.

Place :

Signature of the tenderer
(and the capacity in which signing)

Date :

Rubber stamp of the
registered office to be affixed

The duly filled and signed copy of this Annexure along with attachments for Sl. No.7-15 has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-13

Format for Bank Guarantee for furnishing the EMD

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
Name and designation of the officer

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



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-14

**MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI – 600 068**

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LIMITED
2.	Party's Complete address	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	S B I N 0 0 0 7 3 4 7
6.	Name of the beneficiary	MADAS FERTILIZERS LIMITED
7.	Bank Account No.	1 0 2 4 2 2 7 6 4 2 4
8.	Account Type	CC ACCOUNT
9.	Email ID	ins@madrasfert.co.in
10.	PAN Number	AAACM5198E
11.	Contact Person	A MADHAN MOHAN
12.	Contact Person Mobile No.	9444616606



भारतीय स्टेट बैंक
State Bank Of India

(07347)-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN007347

D D M M Y Y Y Y
 D D M M Y Y Y Y

PAY

को या उसके आदेश पर OR ORDER

रुपये RUPEES

अदा की ₹

चक्र. नं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD



Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

⑈ 183189⑈ 600002014⑈ 000205⑈ 30



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-15

Bank Guarantee for furnishing the Security Deposit (SD)

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Here in after called "the Company") having agreed to exempt _____(here in after 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 _____ (here in after 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

_____ (Here in after 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 not withstanding 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) or 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.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-16

Draft Performance Bank Guarantee

From

Bank:

To

Madras Fertilizers Limited
Manali
CHENNAI-600068
Tamil Nadu
India

Bank Guarantee.....Dated.....

Bank Guarantee Amount.....

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No. dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of Goods / Works / Services as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for ___% of total contract value amounting to Rs. _____ (Rupees ___ only) to secure its obligations to the PURCHASER in accordance with the said Contract.

2. We ___ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees ___ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.

6. This guarantee shall remain in full force and effect until three months beyond the warranty period as specified in the contract i.e. up to _____(expiry date) [or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

for _____ Bank

(Authorised Signatory)

Place: _____

Date _____

Seal of the Bank



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-17

Bank details & Authorization of the Tenderer for RTGS/NEFT payment

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

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

Place:
Date:
SEAL:

Signature of Authorized Signatory:
Name:
Designation:

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

NEFT-National Electronic Funds Transfer

The duly filled and signed copy of this Annexure has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-18

(Format for declaration to be furnished in tenderer/bidder's company's letter head)

Date:

To

Madras Fertilizers Ltd
Manali,
Chennai 600068

Sub: Not delisted certificate

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

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person:

Company's Seal :

The duly filled and signed copy of this Annexure in letter head has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-19

Integrity Pact

(Applicable for Tenders value is more than 2 Crores)

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for Procurement for Supply of Fermented Organic Manure per FCO Specifications in 50 Kg Packing - e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 DATED 22.05.2026. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

Section 7 - Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

SECTION 9 - Pact duration

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

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

SECTION 10 - Other provisions

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


.....

General Manager
Marketing & Distribution
Madras Fertilizers Limited
Manali, Chennai 600 068

For the Principal

(Signature/Name/Address)

.....

For the Bidder / Contractor / Supplier

Witness 1:

Witness 2:

(Signature/Name/Address)

Place: Chennai - 68
Date: 22.05.2026

The duly filled and signed copy of this Annexure has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-20

**Public Procurement (Preference to Make in India) and Rule 144(XI)
of the General Financial Rules (GFRs), 2017 Clauses**

Sl. 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:

Sl. No	Clause	Subject
2	As mentioned above	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the 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 failing 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 from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity Incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country, or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation:</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's 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; 4. Where no natural person is Identified under (1) or (2) or (3) above the

		<p>beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.</p>
--	--	--

“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

The duly filled and signed copy of this Annexure has to be uploaded as a part of techno-commercial bid cover-1.

Declaration to be issued on Company letter head

In line with Government Public Procurement Order (Preference to Make in India) Order (PPP-MII Order), 2017 vide No.P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry, we hereby certify that we..... (Bidder name) are

- a) 'Class-I local supplier' meeting requirement of local content equal to or more than 50%,
- b) 'Class-II local supplier' meeting requirement of local content more than 20% but less than 50%,

(Strike off whichever is not applicable)

As defined under above referred Order for the following Item Sl Nos of MFL Tender No: Dated

- Tender Item No./ (s)-

Details of location/locations 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.

The duly filled and signed copy of this Annexure-(A) in letter head has to be uploaded as a part of techno-commercial bid cover-1.

* * *

**(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: Supply of Fermented Organic Manure (FOM) per FCO specifications in 50 kg packing

Tender No.: e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 DATED 22.05.2026

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)

The duly filled and signed copy of this Annexure-(B) in letter head has to be uploaded as a part of techno-commercial bid cover-1.

**(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: Supply of Fermented Organic Manure (FOM) per FCO specifications in 50 kg packing

Tender No.: e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 DATED 22.05.2026

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)

The duly filled and signed copy of this Annexure-(C) in letter head has to be uploaded as a part of techno-commercial bid cover-1.

* * *



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-21

Benefits to Micro and Small enterprises (MSEs)

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

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

i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board (KVIB)
- Directorate of Handicrafts and Handloom
- Aadhar Udyog Memorandum

ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:

- District/ Additional District Magistrate/Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub - divisional Magistrate/Taluka Magistrate/Executive Magistrate /Extra Assistant Commissioner
- Chief Presidency magistrate/Additional Chief Presidency magistrate/ Presidency magistrate
- Revenue Officer not below the rank of Tehsildar
- Sub-divisional Officer of the area where the individual and/or his family normally resides

iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership / Private Limited Companies) bidders must submit additionally submit certificate from any of the following:

- Aadhar Udyog Memorandum
- National Small Industries Corporation (NSIC)
- Certificate/document mentioning women as owner of MSE

- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a Support document.
- v. The registration must be for the items/category of items/services relevant to the tendered items/category of items/ services.

b) Purchase Preference for MSE:

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

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

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

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

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

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

In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4¹% of the order, and additionally share the balance 18% with other non-SC/ST, non-women MSE bidders.

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

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

i. Tender document shall be at free of cost and tender documents can be downloaded from the website of Madras Fertilizers Limited (MFL) (www.madrasfert.co.in) and the GeM (Government e-Marketplace) Portal (<https://gem.gov.in>).

ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.

iii. No exemption shall be allowed for the submission of Security Deposit/Performance Bank Guarantee, if applicable in the particular tender.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-22

Deviation Sheet

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

Tender Enquiry No. _____ Dt _____, for supply of Goods/ Works / Services _____

Name of Bidder.....

Any deviation/variation offered against the terms & conditions of the tender must be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this sheet.

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

Note:-

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

Sign & Seal of Bidder

The duly filled and signed copy of this Annexure in letter head has to be uploaded as a part of techno-commercial bid cover-1.



e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 dated 22.05.2026

ANNEXURE-23

Draft Agreement

This agreement made and entered into thisday of by and between MADRAS FERTILIZERS LIMITED (MFL), a company incorporated under the Companies Act, 1956 and having its Registered Office at Manali, Chennai 600 068, Tamil Nadu, India (herein after termed as MFL) of the ONE PART

and

M/s (Party Name & address) ,
(herein after termed as) engaged in manufacturing and distribution of Fermented Organic Manure (FOM) of the OTHER PART

WITNESSETH

Whereas MFL has agreed to appoint(Party) as the supplier for Fermented Organic Manure (FOM) to the(Region/s) of MFL Marketing territory and(Party) has agreed to act as a supplier of Fermented Organic Manure (FOM) to MFL (Dealers / Sub dealers) based on the requirement / Indents / Product Orders to be placed as per the terms and conditions mentioned herein after.

1) Period of Contract

The agreement shall be effective from, and shall be in force for a period of two years i.e. from to

MFL shall have the right to terminate the contract by giving 30 days' notice in writing to(Party) and (Party) shall have the right to withdraw the contract by giving 90 days' notice in writing to MFL.

2) Product:

Fermented Organic Manure (FOM) is manufactured from the sources of plant bio masses, animal bio masses / excreta and other organic matters through fermentation process.

3) Brand Name:

The product to be supplied under MFL brand name of "Vijay Fermented Organic Manure (FOM)" (or) whatsoever the name finalized by MFL.

4) Packing:

50 Kg packing in First quality BOPP Laminated bags per specification in the tender. The cost of Bag, Printing, Lamination and Packing are borne by the supplier.

5) Quantity:

The quantity allotted is MT forRegion.
The supply to be made as per the Indent / Product Order received from MFL.

6) Product Quality:

The product to be supplied is as per latest FCO specifications

7) Inspection:

The nutrient content and other parameters specified in the tender to be maintained and any time MFL field personnel will collect samples from the dealer point and send for analysis to the Government lab to ensure the specifications.

8) Security Deposit:

..... (Party) shall submit Rs..... , 3% of Contract Value towards Security deposit by the way of Demand Draft / RTGS / Bank Guarantee including e-Bank Guarantee.

9) Delivery Schedule:

The supplier has to arrange product dispatch on door delivery basis to MFL dealers / sub dealers within 15 days from the date of indent/order placed by MFL.

If the dealer opts for multiple deliveries in the same market or nearby market in a single order, the same should be honored on door delivery basis at the cost of the supplier covering 20 km of radius to the destination.

If the indent / PO is less than a truck load, by clubbing more than one dealer in a Market or nearby markets, despatches to be effected on door delivery basis by combining 2-4 destinations in a truck load covering a distance of 20 km radius surroundings to the destination.

10) Price:

The Net Price/MT of Fermented Organic Manure (FOM) has been finalized as Rs...../MT (All inclusive) for Regionon door delivery basis throughout the contract period.

11) Billing / Invoicing:

Supplier shall forward invoices to MFL through concerned Regional Offices once in a week / fortnight / month for the products supplied duly acknowledged by the dealers/ Sub dealers (if Indented) during the period. Copy of Latest analytical report fulfilling FCO specifications should be submitted along with invoices / bills.

Any loss of MDA to MFL due to non-compliance on quality / non submission of quality certificate will be recovered from the suppliers.

12) Payments:

MFL will arrange online payments on availing 60 days credit from the date of receipt of bills at concerned Regional Office, subject to bills are in order and acceptance. In the case of NSIC / MSE, it is 45 days.

13) Volume:

The quantity indicated in the tender is only estimated. MFL does not guarantee any definite quantity during the tenure of the contract. MFL reserves the right to increase or decrease the quantity during the contract period, since the demand for the product is purely based on monsoon and other related factors in the particular agriculture season and market.

Whenever the estimated quantity is exhausted during the contract period, the contractor has to perform the contract with an upper limit of 25% over and above the tender quantity on the same rate, terms & conditions and also the contractor has to provide additional security deposit for the value of upper tolerance limit.

14) Penalty:

..... (Party) shall ensure that the product supplied to MFL comply with latest FCO specifications, failing which the product has to be either replaced by the supplier at their cost or MFL shall be at liberty to recover any damages, losses, costs or expenses incurred due to supplier's negligence or un-workman like performance.

15) Liquidated damages:

Delay in receipt of product with in fifteen days from the date of indent/PO, penalty at the rate of 0.5% of the invoice value for each delayed week subject to a maximum of 5.0% shall be levied and adjusted against pending payment by MFL.

16) Complaints:

All the Field complaints including shortage/damage/defects noticed on or after receipt of stocks at MFL dealer/sub dealer points communicated within 30 days from the date of receipt, supplier shall compensate MFL within two months form the date of claim.

17) Rejection:

MFL reserves the right to accept or reject any load or part thereof due to reasons like foul smell, cut and torn condition of bags or smudge on bags.(Party) has to replace the same with fresh supply conforming to specification on receipt of intimation from MFL at their cost.

18) Compliances:

The Compliance on product quality against FCO act, packing quality against packages commodity act and transportation risk, transit insurance and environmental issues against Government guidelines are to be handled by(Party) at their cost.

19) Constitution Change:

In case there is any change in the constitution of the Company,(Party) has to inform MFL within a week from the date of such changes to enable MFL to revise the Agreement as per the constitution change.

20) Summary Termination:

Notwithstanding what is stated above, MFL reserves the right to terminate the contract forthwith any time during the pendency of the contract, in the event of breach or default by(Party) on any of the terms and conditions of the contract or(Party) going in to liquidation or becoming insolvent. In the event of such termination MFL reserves the right to make alternate arrangements and recover the additional cost, if any, incurred thereon from(Party).

21) Arbitration:

Any or all the 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 and whose decision shall be final and binding. In the event of failure to appoint such Sole Arbitrator, then the same will be appointed through the High Court of Judicature at Chennai.

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. The cost of and in connection with Arbitration shall be decided by the Arbitrator in his sole discretion, who may make a suitable provision for the same in his award.

All the terms and conditions as appearing in the Notice Inviting e-TENDER No. GeM/M&D/MKTG/FOM/2026/003 DATED 22.05.2026 forms an integral part of this agreement.

IN WITNESSETH WHEREOF the parties have set their hands hereto on the day, month and year mentioned above.

MFL

Party

Sign & Seal

Sign & Seal

**General Manager
attorney
Marketing & Distribution**

Name & address of the Power of

Office Seal

Office Seal

In the presence of witness:

For MFL:

For Party:

Sign, Name & address

Sign, Name & address