

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
TELEPHONE: 044 - 25945318 / 25945314 / 25941261

**OPEN TENDER ENQUIRY
NOTICE INVITING TENDER FOR
PROCUREMENT OF SULPHURIC ACID – 500 MT**

E - TENDER No.EPRO/MM/SULPHURICACID/120917/156 Dt.23.08.2017

SUMMARY

Online bids are invited from authorized suppliers for supply of **Sulphuric Acid**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in [“Tenders”–“e-tenders”] or Central Public Procurement web <http://eprocure.gov.in/eprocure/app>. Instructions for applying e-Tendering are given in Annexure 1.

For any clarification, please communicate to the following:

E-procurement cell: eapro@madrasfert.co.in/epro1@madrasfert.co.in

Phone: 044-25945318 / 25945314 / 25941261 Mr.A.M.Sridhar.

User Contact detail:purchase9@madrasfert.co.in,dgmprodn@madrasfert.co.in

Description / Qty	Sulphuric Acid / 500 MT (Refer Annexure 4)
Nature of Bidding	Two Stage Bidding : 1 st Part : Techno-Commercial Bid, 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	23.08.2017
Due date & Time of submission	12.09.2017 16.00 hrs.
Technical Bid Opening Date& Time	13.09.2017 14.00 hrs.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated
Bid Submission (To be Uploaded on or before the due date and time)	Three Separate on-line covers (folders) (1) EMD (2) Techno-Commercial Bid (Annexure-5) (3) Price Bid (Annexure-6) To be uploaded on or before the last date & time meant for uploading of bids.
Procedure for opening of On-line Bid	Bids will be opened in Seriatim, i.e. EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	90 days from the date of opening of Techno-Commercial Bid.

EMD Amount : Rs.75,600/- (Rupees Seventy Five Thousand and Six Hundred Only)	
NSIC/DGS & D/MSME: Bidders with NSIC/MSME/DGS&D valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid. In the absence of such certificate, their bids will not be considered for exemption of EMD (Ref.Annexure-7). Original EMD DD/BG (Annexure-13)or RTGS (Annexure-14) should be furnished in a separate sealed cover superscribed as EMD for Tender No.EPRO/MM/SULPHURICACID/120917/156 Dt.23.08.2017 and the same to be sent within 3 working days from the due date of submission of bids to: DGM-Materials Management, Madras Fertilizers Ltd., Manali, Chennai-600 068.	
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of Contract.
Mode of Payment for EMD or SD	By DD/RTGS in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (Annexure 13, 14& 15).
EMD BG Validity	Up to 135 Days from the date of decrypting of techno-commercial bids.
Payment Term	30 days Credit Payment basis from the date of receipt of material, subject to acceptance thru' RTGS
Contract period	Refer Annexure 5 & 9
Evaluation Basis	Refer Annexure-9 Sl.No.8 of NIT
Allotment of quantity	Refer Annexure-9 Sl.No.3 of NIT
Brief Description of Work	Refer Annexure 2 of NIT
Revers Auction/Counter offer/Negotiation	Refer Annexure-9 Sl.No.24 of NIT
LD Clause	Refer Annexure-9 Sl.No.23 of NIT

**DGM -MATERIALS MANAGEMENT
MADRAS FERTILIZERS LTD.,
MANALI, CHENNAI 600 068**

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INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC).**
- 1.1.1 Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (on-line bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra / safe script.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg / .rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms and Conditions (GTC) and Special Terms and Conditions (STC). GTC and STC can be accessed thru' Company's website.
- 1.1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

- 1.1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid up-dation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 1.1.15 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, ie., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

BRIEF DESCRIPTION OF WORK

Tenderers are advised to acquaint themselves with the jobs involved. The tenderer in the event of award the contract / PO, is required to supply **Sulphuric Acid** per specification to MFL Utility Plant premises at Manali / Tertiary Treatment Plant, Kodungaiyur, Chennai using their own or hired vehicle. The operation to be followed is:

- Weighing the vehicle at MFL Weigh Bridge while coming in and going out of MFL premises;
- Unloading **Sulphuric Acid** with their own men at the place assigned by the authorized MFL Personnel; and
- Maintaining trip sheet, Material- In Pass and other documents with signature of authorized MFL personnel for receipt of material.
- MFL is an ISO 9001 &14001 certified company, please confirm issuance of the following documents at the time of Transport of material.
- Transport the material in the vehicle having emission control certificate.
- RC Book, Fitness Certificate & License should be available for the vehicle while transporting.
- It is the responsibility of the vendor to transport the goods at their own risk and MFL will not be responsible for any damages whatsoever.
- Vendor should adhere to all ISO EMS Norms in transporting and delivering the material.



PREQUALIFICATION CRITERIA

1. The bidder must be manufacturer or authorized agent/distributor of the manufacturer. The authorized agent/distributor should produce authority letter exclusively for this tender from the manufacturer valid for one year from the bid submission date.
2. The bidder should have been in the business of supplying Sulphuric acid of min 98% concentration conforming to IS 266/1993 for the last two years.
3. The tenderers should have supplied a minimum of 100 MT/year of 98% Sulphuric Acid (in a single Purchase Order) during any one of the last three years.
4. Bidder shall submit documentary evidence such as copies of purchase order shall be furnished.
5. The bidder must enclose the technical leaflet/brochure of the product with test certificate of chemical analysis.
6. Financial soundness – Solvency Certificate from banker (for Rs.25 lacs).
7. Last three years' audited statement of accounts
8. Copies of Income Tax Returns for the last three Financial Years.
9. The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed 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.
10. Where the bidder is placed in holiday list / Blacklisted 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.

Signed copy of the above documents is to be uploaded as attachment with the on-line submission of bids. Tender's not accompanying documentary proof, MFL reserves the right to seek copies subsequently or reject the offers without seeking copies, and such decision of MFL shall be final and binding on the vendor.

ANNEXURE 4**SPECIFICATION DETAILS**

ITEM DESCRIPTION AND QUANTITY IN MT	
SPECIFICATION	QTY (MT)
SULPHURIC ACID (H₂SO₄) <u>SPECIFICATION:</u> CONCENTRATION : 98% MIN. CONFORMING TO IS 266/1961	500
QUANTITY PROVISION : NIL	

Signed copy of the specification details & duly filled Techno-Commercial bid to be uploaded as attachment with the on-line submission bids.

TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address / E-mail	
Detailed Technical Specification offered	
Payment Term	30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer.
<u>Contract Period:</u> Contract Period shall remain in force for a period of one year from the date of LOI / PO. If the ordered quantity is not drawn within a year, contract period can be extended for such a period on the same terms and conditions, based on mutual consent.	
Delivery Schedule	On need basis from time to time per MFL instruction. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered on or before the date mentioned in the email.
Delivery Term (Freight & Insurance to Vendor's A/c)	Free Delivery at our MFL Utility / RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai
Delivery Place	MFL Utility / RO Plant, Manali, Chennai – 600 068 / Tertiary Treatment Plant, Kodungaiyur, Chennai
Offer Validity	90 days from the date of opening of bids
Packing & Forwarding Charges	To Vendor's A/c
EMD Details (Rs.75,600/-)	
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for LD clause as per Annexure 9	Yes
Acceptance to receive payment for actual weightment taken at MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes
Recent PO copies from other purchasers	Yes
Make / Manufacturer	Not Applicable
Mfr's & Material Test Certificate	Yes

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

ANNEXURE 6**MODEL PRICE BID FORMAT**
SUPPLY OF SULPHURIC ACID**E-TENDER NO.EPRO/MM/SULPHURICACID/120917/156 Dt.23.08.2017**

Sl. No.	Description	Qty. (MT)	Basic Rate per MT in Rs in words & figures
1	SUPPLY OF SULPHURIC ACID (With the description as given in the Annexure 4)	500	DO NOT QUOTE PRICE IN THIS FORMAT
2	GST %		
3	GST in Rs.		
4	Landed Rate at MFL per MT for Sl.No.1 (Sl.Nos.1+3)		
5	Landed Value for Sl.No.1 (Sl.No.4 X Qty of Sl.No.1)		

NOTE: A separate price bid in excel format is attached. Bidders should quote the prices & statutory levies only in that format.

Bidders should ensure that prices should not be indicated anywhere in the un-priced part.

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

ANNEXURE 7**EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS**

- The tenderer shall submit the Earnest Money Deposit of **Rs.75,600/- (Rupees Seventy Five Thousand and Six hundred Only)** by way of demand draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the approved format (**Annexure 13**) or thru RTGS per details furnished in (**Annexure 14**) valid for **135 days from the date of opening date**.
- Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-MATERIALS MANAGEMENT, MFL, Manali, Chennai 600 068.
- Holders of valid certificates obtained from NSIC / DGS & D / MSMEs can claim exemption from EMD payment against proof of valid documents.
- EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of contract, if paid by way of BG / DD, through RTGS/NEFT transfers.
- After submission of 5% of the contract value as security deposit, by way of DD / BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
- Offers without EMD or valid Certificate(s) for exemption from EMD Payment, will be rejected.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions thereof, 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.
- Bidders with NSIC/MSME/DGS&D valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid. In the absence of such certificate, they will not be considered for exemption of EMD and their offer will be rejected.
- Tenderers who are submitting EMD payment in the form of **DD or BG**/ Details of RTGS should upload the scanned copy of the same on or before the closing date and time of the tender. The original EMD DD / BG / Details of RTGS should be directly sent to **DGM–Materials Management, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear superscription on the cover as **“EMD FOR EPRO TENDER NO EPRO/MM/SULPHURICACID/120917/156 Dt.23.08.2017”** on or before the date 15.09.2017. On-line technical bids without receipt of EMD (DD/BG/RTGS) in time will be rejected.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value within 21 days from the date of LOI / Purchase Order, either by Demand Draft or BG in the approved format (**Annexure 15**) with a validity of 60 days beyond the date of completion of the Purchase Order / delivery period. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to DGM-MATERIALS MANAGEMENT, MADRAS FERTILIZERS LIMITED, Manali, Chennai 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ 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.
- ❖ 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.
- ❖ 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 change 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
- ❖ 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 be shall be deducted from any sum then due or which any time thereafter may become due to contractor under this or any other contract with MFL. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the balance amount due. Whenever the SD falls short of specified amount the contractor shall make good the deficit in cash so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ 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.
- ❖ SD shall not carry any interest.

ANNEXURE 9**SPECIAL TERMS & CONDITIONS****1. 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 DGM-Materials, Madras Fertilizers Limited, Manali, Chennai 600068, within 24 hours, 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 either 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 notarized 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.

2. VOLUME

The quantity indicated in the tender is only tentative and the same is subject to revision. MFL reserves the right to increase or decrease the quantity during contract period.

3. ALLOTMENT OF QUANTITY

Required sources of supply: 3. If the required three techno-commercially qualified bidders are available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to allocate the quantity in the ratio of 60%:25%:15% between R1, R2 and R3 in Reverse Auction, i.e. L1, L2 and L3 after reverse auction.

In case, only two techno-commercially qualified bidders are available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to allocate the quantity in the ratio of 70%:30% between R1, and R2 in Reverse Auction, i.e. L1 and L2 after reverse auction.

In case, only one techno-commercially qualified bidder is available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it is proposed to place order for 100% quantity on such techno-commercially qualified R1 in Reverse Auction, i.e. L1 after Reverse Auction.

4. **PRICE & TERMS OF DELIVERY**

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of **Sulphuric Acid** at MFL Utility Plant premises at Manali / Tertiary Treatment Plant, Kodungaiyur, Chennai including unloading by road transport. As the offer is “Free Delivery at MFL Utility/TTP Plant Site”, the risk in transit shall be yours.

5. **INSPECTION & TESTING**

Purchaser shall have the right to inspect and test goods at any time and to reject unacceptable goods.

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

6. **REJECTION**

All supplies should conform to specification as stipulated in **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 summary rejection. Tenderer must make necessary arrangements for removing the rejected material immediately and arrange to replace the same with fresh supply conforming to specification on receipt of intimation from MFL at their risk and cost.

In case material is not meeting our specification entire lot will be rejected and supplier shall arrange to take back the material.

7. **CONTRACT PERIOD**

Contract Period shall remain in force for a period of one year from the date of LOI / PO. Contract period can be extended for such a period on the same terms and conditions, based on mutual consent.

8. **EVALUATION BASIS**

The price bids of tenderers qualified in the techno-commercial bid alone will be considered for price evaluation and arrival of cost and selection will be on Techno-Commercially qualified R1 basis if Reverse Auction is conducted. Techno-commercially qualified “L1” basis if Reverse Auction is not conducted.(Please also refer Sl.No.24.)

9. UNLOADING

Tenderer must make arrangements for unloading the material at MFL Utility Plant premises at Manali / Tertiary Treatment Plant, Kodungaiyur, Chennai per instruction of MFL Production Supervisor / Plant Manager, concerned.

10. DELIVERY TERM:

Initially the ordered quantity is to be supplied within 7 days from the date of LOI / PO and further supplies on need basis per MFL instruction only. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within a week from the date of email. The contractor must make arrangement to safely deliver the material at MFL Manali Plant Site.

11. WEIGHMENT

Weighment will be done at MFL weighbridge. Weight as recorded in MFL weighbridge or the weight declared in vendor's DC/Invoice whichever is less is final and is applicable for payment.

12. MFL SAFETY RULES & REGULATIONS

Tenderer shall strictly adhere to all the existing statutory rules and regulations and scrupulously follow all the safety precautions, rules and regulations during the tenure of the contract and during the delivery of the material.

Tenderer should comply with environmental instructions while delivering their material at MFL.

Smoking inside the factory premises is very dangerous and is strictly prohibited. The tenderer shall ensure that their workmen do not smoke inside the factory premises.

13. TERMS OF PAYMENT

- ☞ Payment will be made on **30 days Credit Payment** only from the date of receipt of material, subject to acceptance thru' RTGS. **Tenderer to quote only for credit payment offering a credit period of 30 days. Payment becomes due only from the 31st day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to force majeure situation.**
- ☞ Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., **will be summarily rejected.**
- ☞ Invoices to be forwarded to AGM – CA, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by proof of delivery.
- ☞ Invoices should be clearly marked with MFL Purchase Order No. and date and the tenderer's DC No. and Date.

- ☞ **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.
- ☞ RTGS Form (**Annexure 16**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

14. **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.

15. **CANCELLATION OF ORDER**

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

16. **SUMMARY TERMINATION**

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

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.

17. **LAWS GOVERNING THE CONTRACT**

Contract will be governed by Laws of India for the time being in force and as amended from time to time and the Courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

18. **DEFINITION**

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

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

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

19. FORCE MAJEURE

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

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

20. 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.

21. COMPLIANCE WITH STATUTORY PROVISIONS

The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Funds and miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National & Festival Holidays) Act 1958. The Minimum Wages Act 1948, Service Tax Act and any other law applicable to the contract workmen for the time being in force or as amended from time to time.

In the event of any accident causing injury or death of his workmen engaged by the contractor, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect. MFL shall not be liable for any action by third parties.

For any damage to MFL property due to negligence by the contractor, appropriate penalty will be levied on the contractor by MFL.

22. VARIATION

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

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

In the event of placement of order on the successful tenderer, timely execution of the order per purchase order terms and delivery of the items within the delivery period as stipulated in the purchase order. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered on or before the date mentioned in the email. If the items are not delivered on or before the delivery date specified in the purchase order or as mentioned in the email, MFL reserves the right either to reject the material if supplied subsequently, or to receive the material subject to imposition of penalty at the rate of 0.5% of the invoice value for every week of delay or part thereof from the specified date of delivery subject to a maximum of 5% of the purchase order value. Purchase order value includes basic order value + applicable statutory levies, and freight & insurance if applicable. **LD clause is applicable for the part of the quantity, which is delivered late.**

24. **REVERSE AUCTION AND / OR NEGOTIATION / COUNTER OFFER**

Reverse auction: Reverse Auction will be conducted where there is more than 1 techno-commercially qualified bid.

Negotiation: Applicable in the following circumstances:-

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

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders. Business Rules for Reverse Auction will be circulated, if Reverse Auction is necessary and the same needs to be accepted and signed by the technically shortlisted bidder.

Counter Offer: Finalized rate (after reverse auction) or the L1 negotiated rate is proposed to be given "Counter Offer" to other vendors in seriatim as detailed below:-

Finalized rate (after reverse auction)

1. Firstly to the bidders who logged in and participated in the Reverse Auction with competitive bids
2. Secondly, to the L1 bidder before reverse auction, in case of his non-participation in the reverse auction
3. Thirdly bidders who logged in but did not participate in Reverse Auction with competitive bids
4. Fourthly, to bidders other than L1 before reverse auction who did not log in for Reverse Auction

L1 negotiated rate

To all the qualified vendors in seriatim where there is no competitive bid in reverse auction.

25. **DECLARATION IN HOLIDAY LIST/ BLACKLISTED / ARBITRATION PROCEEDINGS.**

Where the bidder is placed in holiday list / Blacklisted 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.



ANNEXURE 10**GENERAL TERMS & CONDITIONS**

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like “delivery period”, etc.
3. In the event of placing the order, the tenderer should strictly adhere to the delivery date and should accept to deliver the ordered items on or before the delivery date as mentioned in the purchase order or as advised by MFL
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer’s offer.
8. Tenderer should clearly indicate the % of statutory levies such as Excise Duty, VAT, CST, Octroi etc., wherever applicable. If GST is implemented and in case of any change in the statutory levies consequent to implementation of GST, such Statutory levies will be applicable from the effective date of implementation.
9. MFL shall have the right to inspect and test goods at any time and to reject unacceptable goods. The tenderer shall arrange collection of the rejected materials from MFL at his cost.
10. Notwithstanding purchaser’s acceptance or right to inspection and / or any other terms and conditions provided in the purchase order, tenderer warrants that all goods supplied hereunder are free from any defects in design materials and workmanship and that they fully comply with the specifications. Purchase order will be issued in reliance on the aforementioned warranty of the tenderer.
11. The tenderer will advise despatch of the goods and note the destination of the material, demurrage, other expenses incurred owing to the tenderers not complying with the purchaser’s instruction will be to the tenderer’s account and deducted from the price of the goods.
12. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.

13. Tenderer warrants that the goods described herein, and sale or use of them will not infringe any patent and tenderer covenants that he will defend at his own cost and expense every act which may be brought against the purchaser or against those selling or using the purchaser's products for any alleged infringement of any patent by reason of the sale or use of such articles and tenderer agrees to pay all costs, damages, liens and profits recoverable in any such action.
14. Eligible NSIC registered Micro Small & Medium Enterprises (MSME's) participating in this tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL. Such bidders may be allowed to supply up to 20% 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 bring down the price equal to or less than the L1 price quoted by the Non-MSME.
15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.



TENDERER UNDERTAKING

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD, SD & Liquidated Damages clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s National Informatics Centre provided the training to participate in e-tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s National Informatics Centre.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed 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 25 of Annexure 9).

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

ANNEXURE 12**INFORMATION ABOUT TENDERER**

Sl. No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
4A	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	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	Sales Tax Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and last 3 years IT Return with acknowledgment to be attached	

11	Last Three years statement of Accounts with Balance Sheet.	
12	DD No., Date, Name of the Bank and Amount towards EMD	

Note: Copies of documents are required to be attached for Sl.No. 5 to 11.

ANNEXURE 13

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
.....
Name and designation of the officer

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

ANNEXURE 14

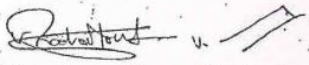
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI - 600 068

MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT

1.	Party Name	MADRAS FERTILIZERS LTD
2.	Party's complete address and Phone no.	MANALI CHENNAI 600 068
3.	Bank Name	STATE BANK OF INDIA
4.	Bank Branch Name and Address with Phone.No.	COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001
5.	IFS (RTGS / NEFT) Code	SBIIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type CC A/c (Saving / Current) (SA/CA)	CC ACCOUNT
8.	Email ID	ins@madrasfert.co.in
9.	PAN Number	AAACM5198E
10.	Contact Person	PRIYA RANJAN PANDA
11.	Contact Person mobile No.	9884172251

CERTIFICATE

We MFL, having our branch at SBI-CB have verified and certify that the information provided in SL Nos. 1 to 7 are correct per our records.


 Signature of the authorized
 Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

V. CHANDRAMOULI
 CHIEF MANAGER,
 CORPORATE ACCOUNTS & TAXATION,
 MADRAS FERTILIZERS LIMITED,
 MANALI, CHENNAI-600 068.

PRIYA RANJAN PANDA
 DEPUTY GENERAL MANAGER-FINANCE
 MADRAS FERTILIZERS LIMITED
 MANALI, CHENNAI-600 068.

ANNEXURE 15**BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**

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

We ___(bank)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us

under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

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

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

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

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

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

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

Name and designation of the officer

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

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

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

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

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

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

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