

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

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**NOTICE INVITING E-TENDER FOR  
PRINTING OF CALENDARS 2018  
TENDERNo.: ESER/M&D/CALENDARS/031017/ 027 DT.11.09.2017**

**SUMMARY**

Online bids are invited for printing of calendars - 2018

Printers interested to quote may visit MFL website [www.madrasfert.nic.in](http://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** : email: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [epro1@madrasfert.co.in](mailto:epro1@madrasfert.co.in)

**Phone:** 044 25945318 / 2594 1261 Mr A M Sridhar

**User contact detail:** [dgmmktgsec@madrasfert.co.in](mailto:dgmmktgsec@madrasfert.co.in) Phone : 044 25945240/245

All documents, techno – commercial bids, price bids shall be uploaded in the website. No hard copy of the documents shall be sent to us except EMD/BG/Memorandum of Articles of Association.

<b><u>Name of the Tender</u></b>	
<b>TENDERNo.: ESER/M&amp;D/CALENDARS/031017/027 DT.11.09.2017 Printing of Calendars 2018</b>	
Scope of work / Quantity	Printing of 1.50 Lac (approx..) Calendars 2018 and supply on free delivery basis to 1500 destinations in Andhrapradesh, Karnataka, Kerala, Tamilnadu, Telangana, New Delhi and Pondicherry states. Quantity indicated is approximate only.
Estimated Value of Tender	Rs.17.0 Lacs. (approx..)
Nature of Bidding	Two Part Bidding : 1 <sup>st</sup> Part : Techno-Commercial Bid, 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading of e- tender documents and submission of Electronic bids.	Dt : 11.09.2017
Due date & time of submission ( Electronic bid to be submitted in e –tender website)	Dt: 03.10.2017 upto 16 00 Hrs
Tender decrypting Date& Time	Dt: 04.10.2017 @ 14 00 Hrs

Bid Submission( To be uploaded on or before the due date and time)	<p>Four Separate on-line bids</p> <p>(1)EMD (2)Prequalification (PQ) Bid documents (3)Techno-Commercial Bid; and (4)Price Bid</p> <p>To be uploaded with price break up details per <b>Annexure-5</b> on or before the due date &amp; time meant for submission of bids. Price Bid to be uploaded in excel format separately. Price Bid not to be uploaded with PQ Bid documents/ techno-commercial bid. If uploaded with PQ Bid documents / techno-commercial bid the tender shall be rejected.</p>
Procedure for opening of online Bid	Bids will be opened in seriatim EMD, PQ, Techno-commercial and price bid.
Bid Validity	90 days from the date of decrypting of Tender
Price Bid Opening date.	Techno-Commercially qualified tenderers will only be intimated.
EMD	<b>Rs.34,000/-</b> (For details refer Annexure 6.)
Mode of payment For EMD	<p>Original EMD DD/BG should be furnished in a separate sealed cover super scribe as EMD for <b>TENDER No. ESER/M&amp;D/CALENDARS/031017/027 DT.11.09.2017</b> and the same should be addressed to DGM –Mktg &amp; Mktg Coord. on or before. Dt.<b>6.10.2017</b> Scanned copy should be uploaded.</p> <p>By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (<b>Annexure-10</b>)</p> <p>In case of RTGS payment, the RTGS payment made details should be uploaded ( Annexure – 17 )</p> <p>In case of valid NSIC/MSME/SSI (TN) Certificates, Self certified documents should be uploaded.</p>
EMD BG Validity	135 days from the date of decrypting of tender.
Security Deposit (SD)	5% of contract value
Payment Term	30 Days Credit payment, on Production of receipt of Calendar acknowledgements with Invoice without shortfall / damage from all the dealers / offices to whom the calendars were dispatched.
Contract Period	The period of contract shall remain in force for printing and supply of Calendars 2018 only for six months from the date of award of contract. However the calendars should be delivered within 60 days from the date of award of contract.taking into consideration Annexure 2 of tender document.
Bid Evaluation Basis	Techno-Commercially qualified L1 basis (Refer Annexure – 8)
Scope of Work / Duties and responsibilities of the contract	Refer <b>Annexure-2</b>
Reverse Auction / Negotiation	Refer Annexure - 8

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**DY. GENERAL MANAGER  
- Marketing & Marketing Coord.  
MADRAS FERTILIZERS LTD  
MANALI,CHENNAI 600 068**

**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 <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorised Certifying Authorities such as nCode / eMudhra /safe script.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls /.jpeg/.rar formats only.
- 1.1.8 Bidder should submit the EMD as 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 up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- WEB Address: [www.madrasfert.nic.in](http://www.madrasfert.nic.in)
- 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 updation 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.

**ANNEXURE-2**

**Scope, Description, and Specifications of work**

**1) General:**

1. Paper should be procured by the printer.
2. Responsibility of the accuracy for printing the calendars as per the design given by the company will be that of printer only.
3. The job would cover all the works relating to printing and delivery of calendars.
4. For approximately 1,30,000 Nos – Respective dealers name and place to be printed and for the balance 20,000 complimentary issues screen printing of dealer name and address is not required.
5. The quantity is indicative only and may vary.
6. Packing : the finished calendars will have to be rolled in bundles of 25 wrapped in brown Paper and packed in corrugated boxes.
7. Forwarding : Packed calendars must be moved to different destinations in the States of Tamilnadu, Pondicherry, Andhra Pradesh, Telangana, Karnataka, Kerala and Delhi by regular parcel service's specified in the order form and the paid LR to be sent by courier to the addressee at suppliers own cost. The printer must arrange delivery of the packed calendar boxes to approximately 1500 destinations which will be duly informed to the successful bidder.
8. The cost of the specimen /design /artwork with corrections from draft to final approved specimen should be born by the printer and the price quote should include all these expenses.

**2) DELIVERY SCHEDULE**

**i) Pre – Printing:**

**a) For Calendar**

1. Printer shall send the first proof within 10 days from the date of awarding the work. Correction of the first proof by MFL will be done within 5 days.
2. Second proof shall be submitted within 5 days thereof and approval will be given in 5 days.
3. The machine proof shall be submitted within 5 days. Final clearance and strike order will be issued within one day by MFL.

**b) For Over Printing of Dealer name**

1. Printer shall send the typeset of Dealer's Name and Place (2 lines) in the respective languages for proof correction to MFL in B&W laser
2. print within 7 days from the date of receipt of order forms. MFL will correct the proof within 3 days.
3. Second proof shall be submitted within 3 days thereof and MFL will clear it within 3 days.

ii) **Printing & Distribution:**

The printing shall commence only on issue of final order by MFL in writing. If the job is not found to conform to specifications, instructions or proof. It will be rejected in full or in part. The decision of MFL on the confirmation of quality and quantity will be final and binding on the printer.

iii) Printing and dispatch of calendars shall be completed before 60 days from the final order given by MFL in writing.

**ANNEXURE-3**

**PRE-QUALIFICATION CRITERIA**

- 1 The tenderer must have experience in Printing and supply of Calendars to reputed companies for more than One year and must produce Certificate of proof to that extent.
- 2 The Average Annual financial turn over during the last 3 years i.e., 2014-15, 2015-16, 2016-17 should be at-least 30% of the estimated tender value i.e. Rs.5.1 Lacs
- 3 The tenderers must submit copies of the Licenses required for printing.
- 4 The tenderer should have all Statutory Licences.
- 5 The tenderer shall indicate his income tax Permanent Account Number. Copy of Income tax return for the financial year 2016 – 17 should be uploaded.
- 6 The tenderer shall indicate his GST Registration.
- 7 Three numbers of free sample Calendars should be sent separately to DGM – (M&MC) before opening of Tender bids.
- 8 Letter of authority to sign the tender documents.
- 9 The tenderers should not have been black-listed / holiday listed by any of the PSUs.
- 10 Parties under holiday list /de-list or having any litigation with MFL need not apply.

**PRE QUALIFICATIONS DOCUMENTS**

1. Experience Certificate for more than one year and Information about tenderer as per Annexure – 9.
2. Proof for turnover as per PQ requirement. Audited Financial result for the years 2014-15, 2015-16 & 2016 -17.
3. Copy of Partnership deed, Power of Composite Attorney if applicable.
4. Copies of Statutory License.
5. Documentary proof for Income Tax PAN No.
6. Proof of GST Registration certificate copy.
7. Proof of latest IT return.( 2016-17)
8. Letter of authority to sign the tender documents.
9. Self-Certification by the tenderers stating that they are not black-listed/holiday listed by any of the PSUs

The copy of Memorandum of Association & Articles of Association as the case may, shall be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT within three days from the last date of submission of Bid.

**Any of the above documents required as above is not uploaded, the bidders may be rejected and may not considered for further processing.**



**ANNEXURE-4**

## SPECIFICATION DETAILS

S/No	Particulars	Diety/Scenary Calendar
A	Quantity	1,50,000 Approximately .
B	Type	Wall hanging calendar
C	Calender Size	20'x30'Diety / scenery and date pad in two rows printed in single sheet.
D	Paper	130 GSM chrome art paper
E	Binding	Metal Patti (Blunt closed edges) with silk ribbon loop
F	Colours	Diety / scenery – Multicolour Two colour date pad. The font size should be bold and big and should be visible from a nearby distance.
G	Language	English
H	Screen printing	Over printing of MFL Dealer Name and Place in two bold lines in English
I	Rimming	Tin rimming on top and bottom (Blunt closed edges), with centrally placed silk loop to hang the calendar on a nail for top rimming.
J	Packing	To be Packed in craft paper housed in ply cartons and strapped for road –worthy transport
K	Free Delivery at Printer cost	Approx.1500 destinations specified at the time of giving work

**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	<b>Related experience certificate for having printed and supplied to reputed companies should be made availbale along with tender submission</b> <b>Machinery details</b>
Payment Term	30 Days Credit payment, on Production of receipt of Calendar acknowledgements with Invoice without shortfall / damage from all the dealers / offices to whom the calendars were dispatched.
Payment Mode	RTGS/NEFT
Delivery Period	60 days.
Offer Validity	90 days from the date of decrypting of tender.
EMD-DD / BG / RTGS / NSIC / MSME details	
Acceptance to give Security deposit 5% in the event of placement of order	Yes
Acceptance to receive payment for actual Services for MFL.	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes
Make / Manufacturer	As indicated in Specification
Delivery terms	Delivery Per MFL instructions to various destinations

Signature of the authorised person :  
Name of the authorised person :  
Designation of the authorised person :  
Name of the Organization :

**MADRAS FERTILIZERS LIMITED**

PRICE BID ( TO BE UPLOADED IN EXCEL FORMAT SEPARATELY )  
NOT TO BE UPLOADED WITH PQ BID DOCUMENTS / TECHNO-COMMERCIAL BID. IF UPLOADED  
WITH PQ BID DOCUMENTS / TECHNO-COMMERCIAL BID THE TENDER SHALL BE REJECTED

Deputy General Manager ( Mktg & Mktg Coord.)  
Madras Fertilizers Ltd,  
Manali, Chennai.

Dear Sir,

**Sub: Price Bid for printing of calendar 2018**

We hereby offer to execute the work as specified in **TENDERN<sub>o</sub>. ESER/M&D/CALENDARS/031017/027 DT.11.09.2017** and agree to abide by the terms and conditions specified there in .we undertake the subject work at the rates quoted below by us and to commence /complete the said work within the prescribed time schedule.

S.No	Particulars	Diety/Scenary Calendar
<b>A</b>	<b>Quantity</b>	<b>1,50,000 Nos. (Approximately).</b>
<b>B</b>	<b>Type</b>	Wall hanging calendar
<b>C</b>	<b>Calender Size</b>	20'x30'Diety / scenery and date pad in two rows printed in single sheet.
<b>D</b>	<b>Paper</b>	130 GSM chrome art paper
<b>E</b>	<b>Binding</b>	Metal Patti (Blunt closed edges) with silk ribbon loop
<b>F</b>	<b>Colours</b>	Diety / scenery – Multicolour Two colour date pad. The font size should be bold and big and should be visible from a nearby distance.
<b>G</b>	<b>Language</b>	<b>English</b>
<b>H</b>	<b>Screen printing</b>	Over printing of MFL Dealer Name and Place in two bold lines in English
<b>I</b>	<b>Rimming</b>	Tin rimming on top and bottom (Blunt closed edges), with centrally placed silk loop to hang the calendar on a nail for top rimming.
<b>J</b>	<b>Packing</b>	To be Packed in craft paper housed in ply cartons and strapped for road –worthy transport
<b>K</b>	<b>Free Delivery at Printer cost</b>	<b>Approx.1500 destinations specified at the time of giving work</b>
<b>L</b>	<b>Rate per Calendar Rs</b>	
<b>M</b>	<b>Total Cost (A x L) Rs</b>	
<b>N</b>	<b>GST (%)</b>	
<b>O</b>	<b>Total Net Landing Cost inclusive of GST Cost [M + (M x N%)] Rs</b>	
<b>P</b>	<b>Rs (in words)</b>	

The rate quoted above are all inclusive . The specimen/ design/ artwork of proposed calendar's shall be provided by us on conforming the assignment. MFL shall have sole rights to accept or suggest changes or reject the artwork.

**Signature of the Tenderer With seal**

**ANNEXURE-6**

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

1. **EMD of Rs34,000/-(2% of Estimated tender value) shall be collected from the bidders.**
2. The EMD can be submitted either by way of crossed A/c Payee demand draft in favor of Madras Fertilizers Limited, drawn on any Nationalized Bank payable at Chennai or in the form of Bank Guarantee from any Nationalized Bank or thru' RTGS Payment for which Mandate form is available ( Annexure – 17). A specimen of Bank Guarantee is enclosed ( Annexure -10). The Bank Guarantee should be valid for a minimum of 135 days from the date of opening of tender. The issuing Bank has to provide an independent confirmation letter immediately to the Deputy General Manager-Marketing, Madras Fertilizers Limited, Manali, Chennai 600068 thru Fax or thru separate letter for having issued the above Bank Guarantee to the said party.
3. The responsibility of issue of such confirmation letter by the concerned Banks shall be vested with the tenderers only. The original BG / DD should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to three working days after the last date of submission of Bid. **Scanned copy of the instrument/ BG/RTGS payment made details should be uploaded as part of the offer along with Techno-Commercial bid.**
4. The NSIC/MSME Certificate holders are exempted from EMD only, on production of valid documentary proof. Valid self certified NSIC/MSME Certificate should be uploaded along with the necessary notification from concerned authorities, for exemption of EMD applicable to NSIC/MSME certificate holders for the purchase of products from Central PSUs. **This has to be uploaded along with the Tender.** Production of Valid NSIC/MSME certificate **without Self Certification shall be rejected and the tender shall not be processed further.**
5. EMD shall not carry any interest. EMD shall be returned / refunded to the unsuccessful tenderer only after finalization of contract, if paid by way of BG / DD, through RTGS / NEFT transfers.
6. Offers without EMD or valid NSIC / MSMEs Certificates for exemption from EMD Payment, will be rejected.
7. EMD of the successful tenderer paid by way of Demand Draft may be adjusted towards security deposit. 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.
8. The EMD amount shall be forfeited if the tenderer after submitting his tender withdraws from his offer or revise the tender rates or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within 10 days of awarding the contract. Forfeiture of EMD may be without prejudice to any other claims.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

1. THE contractor shall furnish to MFL security in the form of DD or thru' a Bank Guarantees per MFL format (Annexure 11) or thru' RTGS Payment for which Mandate form is available ( Annexure – 17) for 5% value of the contract value within 15 days of signing the agreement, in a form satisfactory to MFL.

The entire amount of security deposit shall stand forfeited if

- (a) THE contractor fails to fulfill any of the terms and conditions of the contract as per the agreement

OR

- (b) THE contractor withdraws from the Contract at its own request after award of the contract and becoming disqualified because of liquidation/ insolvency or change of composition.

2. 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.
3. 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.
4. SD shall not carry any interest.

**GENERAL TERMS AND CONDITIONS**

**Part I**

**TERMS & CONDITIONS**

**TENDER FOR PRINTING AND SUPPLY OF CALENDARS 2018**

**1.0 BRIEF DESCRIPTION OF WORK**

The tenderer to print and supply of calendars to MFL dealers on door delivery basis as per the orders placed by MFL officials. Refer Annexure-2

**2.0 INFORMATION ABOUT TENDERERS**

The tenderers shall furnish at the time of submission of the tender, complete, correct and precise details about themselves, viz., name and address, composition, their main business, experience, as per **Anexure-9**

**3.0 EMD**

Refer Annexure - 6

**4.0 SECURITY DEPOSIT**

Refer Annexure - 7

**5.0 PENALTY CLAUSE**

In the event of any delay in adhering to the time schedule for Printing & Delivery by the specific date, the printer shall be liable for a penalty Rs.500/ day for the delayed period.

If the work is not found to be of good quality and there is a variation from the specifications given, then MFL will have the right to make suitable deductions from the payable amount, including forfeiture of the Security Deposit.

**6.0 LIQUIDATED DAMAGE CLAUSE ( LD CLAUSE)**

In the event of non delivery of calendars on or before due date specified in the work order, mfl reserves the right either to reject the calendars if supplied subsequently or to receive the calendars subject to imposition of penalty at the rate of 0.5% of the invoice value for each delayed week or part there of from the specified date of delivery subject to a maximum of 5.0% of the invoice value shall be levied and adjusted against pending payment by MFL.

**7.0 PAYMENT PROCEDURE**

No advance payment will be made for executing the work order.

- a. Payment would be made after the delivery of the Calendars at specified locations and on production of supporting evidence of delivery and on satisfactory completion of the work and on presentation and verification of the Bill. Income

Tax etc. will be deducted at source (TDS) from the bills as required under I.T. Act.

- b. No interest charges or any other charges shall be payable except the rate quoted for the required number of copies.
- c. No escalation in the rates will be accepted / entertained.

## 8.0 TENDER DOCUMENTS

- 8.1 The tender should be duly filled in all respects in english.
- 8.2 Person or persons signing the tender shall state in what capacity he is or they are signing the tender eg. As sole proprietor of a firm or as secretary / manager / director, etc, of a limited company. Letter of authority shall be produced.
- 8.3 In the case of partnership firms, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract including the arbitration clause.
- 8.4 In the case of a private limited company, the names of all the directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of such private limited company. A copy of the memorandum of association & articles of association of such private limited company shall be attached to the tender.
- 8.5 In the case of hindu undivided family, the names of the family members should be disclosed and the karta having authority to bind the firm should sign the tender and indicate his status below his signature.
- 8.6 The person signing the tender form or any documents forming part of the tender on behalf of another person or on behalf of a firm shall produce a proper and registered power of attorney duly executed in his favour stating that he has authority to bind such other persons or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

## 9.0 SUBMISSION OF TENDER

The tenderer should upload tender documents duly filled in english. Refer annexure 1 for details of tender uploading.

## 10.0 OPENING & ACCEPTANCE OF TENDERS AND AWARD OF CONTRACT.

**Refer annexure 1 and summary of notice inviting tender for details.**

**The e - bids will be opened in the seriatum on fulfillment of each stage:**

- A) EMD**
- B) Pre qualification**
- C) Technical**
- D) Rate bid**

the tender shall be opened on the date, time and place specified under “notice inviting tender” in the presence of tenderer(s) or their authorized representative(s) who are present during that time.

- 10.1 Tenders not conforming to any condition / instruction stipulated in the tender notice or any part of the tender are liable to be rejected at the sole discretion of MFL.
- 10.2 Representation / appeal of any kind against late submission of tenders by e procurement beyond the scheduled date and time will not be considered.
- 10.3 MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
- 10.4 The tenderers should be prepared to come to MFL, Manali, Chennai 600 068, if called upon to do so, for discussions with the MFL authorities at their own expenses and without any obligation on the part of MFL.
- 10.5 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 as per NIT.
- 11.0 **Evaluation of Bid :**

The bids shall be evaluated as per the criteria laid down below :

**(A) Lowest rate quoted per calendar**

Those tenderers who fulfil the above criteria as to the satisfaction of MFL shall be considered as L1 and finalized.

**12.0 Reverse Auction / Negotiation:**

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

If the number of techno-commercially qualified bidders are more than 5, then the H1 bidder will be eliminated.

**12.1 H1 Elimination Clause:**

In case of Tie with H1 bidders (Highest quoted bidders with same rate) and the minimum number of bids available is five excluding the Tie bids, then all H1 Tie bidders will be eliminated.

If after H1 rejection number of bids is less than 5, then H1 rejection will not be considered. Examples as given below.

If the bids received are 6, and if three bids are H1, then all the bids will be qualified without any rejection.

If the bids are received 10 and four H1 bids are with same rate (H1- Highest quoted bidders with same rates) then all the four bids will be rejected.

**12.2 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 Re-

verse 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.

Reverse Auction Methodology is available in Annexure 18.

### 13.0 **Award of contract**

L1 bidder will be awarded the contract.



**PART – II  
GENERAL TERMS AND CONDITIONS**

**A) DEFINITION**

- A) The term “Tender” shall mean & include the online bids and other attachments uploaded while submitting the bids online.
- B) “Tenderer” shall mean the person(s), firm or company who offer (s) a Tender or quotation in response to the Tender or quotation in response to the Tender and shall include their representatives, heirs, executors, successors, assignees etc. of such person (s), firm or company.
- C) “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.
- 1.0 The term “ Contract “ shall mean and include the entire tender comprising the Part I & II , documents and appendices attached .
- 1.1 "MFL" shall mean and include Madras Fertilizers Ltd ,Manali , Chennai 600068 or their associates or its authorized office .
- 1.2 "CONTRACTOR (SUPPLIER)" shall mean and include THE PARTY ENTERING INTO AGREEMENT WITH MFL, their authorized representative at head office / branch office / their heirs ,executors administrators ,successors and their permitted assignees , as the case may be .
- 1.3 The term "PRODUCTS" rates shall mean the rate per calendar accepted and or fixed by MFL .
- 1.4 The “ Company” shall mean and include MFL or their associates or affiliates, assigns as the case may be.
- 1.5 “COMPANY’S REPRESENTATIVES” shall mean the General Manager ( Marketing & Distribution ) DGM ( Mktg) , Chief Manager / Regional Manager / Additional Manager / Deputy Manager / Asst Manager / Senior Marketing Officer or other officers of the company nominated from time to time for the purpose.

**B) PERIOD OF CONTRACT**

- 1.0 The period of contract shall remain in force for printing and supply of Calendars 2018 only for six months from the date of award of contract. However the calendars should be delivered within 60 days from the date of award of contract. taking into consideration Annexure 2 of tender document.
- 2.0 MFL shall have the right to terminate the contract by giving notice in writing to the printer and shall have the right to withdraw the contract by giving notice in writing .

**C) SUMMARY TERMINATION**

- 1.1 Notwithstanding to the above MFL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging the services under the contract or breach or in the event of his becoming insolvent or going in to liquidation . The decision

of MFL about the failure / breach on the part of the contractor shall be final and binding on the tenderer and shall not be called into question .

To terminate the contract at any time during its currency without assigning any reason and the Contractor shall not be entitled to any compensation by reason of such termination . The action of the General Manager(Marketing &Distribution) , MFL under this clause shall be final ,conclusive and binding on the Contractor and shall not be called into question .

- 1.2 In the event of any failure /breach on the part of the contractor or contractor withdraws from the contract at his own , MFL shall have the right, without prejudice to any other rights / remedies to get the work done through any other agency and the contractor shall be liable to compensate MFL for all costs ,expenses or losses,if any, incurred by MFL on this account.

#### **D) LAWS GOVERNING THE CONTRACT**

- 1.1 The contract will be governed by the laws of India for the time being in force and amended or made from time to time and the courts within whose jurisdiction the registered office of the MFL is situated alone will have Jurisdiction.
- 1.2 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 there of and for any payment to be made thereunder.
- 1.3 Through the acts of omissions of contractor or his / their employees and agents ,the indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled to under law.
- 1.4 The contractor shall undertake to indemnify the company against the consequences arising out of the contractor's violation or non adherence of rules and regulations of Municipal / State / Central Govt.
- 1.5 The all necessary licences required for printing and supply of calendars 2017 under any act or rules or order in force shall be the responsibility of the Contractor .

#### **E) 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 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 Chennai

Subject to 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 costs 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.

#### **F) QUANTITY**

The quantity indicated in the Tender is only approximate . 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 .

- G) MFL RESERVES THE RIGHT TO CANCEL THE TENDER WITHOUT ASSIGNING ANY PRIOR REASONS FOR SUCH CANCELLATION.**

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**ANNEXURE-9****INFORMATION ABOUT THE TENDERER**

<b>SL.NO.</b>	<b>INFORMATION REQUIRED</b>	<b>TO BE FILLED IN BY TENDERER</b>
1	NAME OF THE TENDERER	
2	ADDRESS OF REGISTERED OFFICE AND BRANCH(S)	
3	TELEGRAPHIC ADDRESS AND PHONE NUMBER, FAX NUMBER, EMAIL ID, ETC.	
4	DETAILS OF PRINTING UNIT (TECHNICAL DETAILS OF PRINTING PROCESS)	
5	COMPOSITION OF TENDERER (HERE STATE WHETHER IT IS HINDU JOINT FAMILY BUSINESS, PROPRIETORSHIP CONCERN, REGISTERED PARTNERSHIP, LIMITED COMPANY, ETC.	
5-A	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 ALONG WITH REQUIRED DOCUMENTS. IN SUCH CASE OF CHANGES, MFL RESERVES THE RIGHT EITHER TO TERMINATE OR TO CONTINUE THE CONTRACT	
5-B	A) NAME OF THE OWNER IN THE CASE OF PROPRIETORSHIP CONCERN  B) NAME OF THE PERSON AUTHORISED TO SIGN THE TENDER AND RELATED DOCUMENTS (POWER OF ATTORNEY / LETTER OF AUTHORITY TO BE ENCLOSED)  C) NAME OF THE PERSON WITH WHOM COMPANY MAY CORRESPOND AND HIS POSITION IN THE COMPANY.	

**TENDERNo. ESER/M&D/CALENDARS/031017/027 DT.11.09.2017**

6	NATURE OF NORMAL BUSINESS OF THE TENDERER	
7	NAME OF THE BANK AND BRANCH WITH ADDRESS ACCOUNT NAME ACCOUNT NO: IFS CODE	
8	GST REGISTRATION NO. AND COPY TO BE ENCL.	
9	DETAILS OF TURNOVER AND VOLUME HANDLED (2014-15, 2015-16 & 2016-17)	
10	NAME AND DESIGNATION OF RELATIVE IF ANY, WORKING IN MFL AND RELATIONSHIP.	
11	WHETHER YOU WERE ANY TIME BLACKLISTED BY MFL OR ANY OTHER PSUS / GOVT. DEPARTMENTS. IF SO, PROVIDE DETAILS.	
12	COPY OF THE IT RETURN FOR THE FINANCIAL YEAR 2016-17	
13	AUDITED FINANCIAL RESULT FOR THE YEAR 2014-15, 2015-16, & 2016-17	

**Above Information to be uploaded along with the Tender documents**

**TENDERNo. ESER/M&D/CALENDARS/031017/027 DT.11.09.2017**

**I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF TENDERNo.  
ESER/M&D/CALENDARS/031017/027 DT.11.09.2017.**

**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**

**Above Information to be uploaded along with the Tender documents**

**SPECIMEN BANK GUARANTEE (EARNEST MONEY DEPOSIT – EMD)**  
**(To be executed on a Non Judicial stamp paper of Rs.100)**

Whereas \_\_\_\_\_ (hereinafter called the "Tenderer") submitted their offer dated for supply of \_\_\_\_\_ (hereinafter called the "Tender") against the purchaser's tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that we \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Printer") in the sum of \_\_\_\_\_ for which payment will and truly be made to the said Printer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_

The conditions of these obligations are

If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity;

- (a) If the tenderer fails to furnish the performance security for the due performance of their contract.
- (b) Fails or refuses to Accept/Execute the contract.

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

This guarantee will remain in force upto and including 135 days after the period of tender validity and any demand in respect there of should reach the Bank not later than the above date.

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

**Seal, Name & Address of the bank  
and address of the branch  
Name and designation of the officer**

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**FOR THE ISSUING BANK**

The issuing Bank has to provide an independent confirmation letter immediately to the Deputy General Manager-Marketing & Distribution, Madras Fertilizers Limited, Manali, Chennai 600068 thru Fax or thru separate letter by RPAD for having issued the above Bank Guarantee to the said party.

**SPECIMEN BANK GUARANTEE (SECURITY DEPOSIT)**

(To be executed on a non-judicial stamp paper of the value of Rs.100/-)

1. In consideration of Madras Fertilizers Limited, Manali, Chennai - 600 068 (hereinafter called THE COMPANY) having agreed to exempt \_\_\_\_\_ (hereinafter called the CONTRACTOR) from the demand, under the terms and conditions of An Agreement dated \_\_\_\_\_ issued by the COMPANY and accepted by the CONTRACTOR (hereinafter called THE AGREEMENT) of security deposit for the due fulfillment by the said CONTRACTOR of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) we \_\_\_\_\_ (hereinafter referred to as the BANK) 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 said CONTRACTOR of any of the terms and conditions contained in the said Agreement and MFL's decision on the failure of the CONTRACTOR shall be final.
  
2. 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 of the said CONTRACTOR of any of the terms and 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 and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees \_\_\_\_\_) and the validity of this Bank Guarantee is from \_\_\_\_\_ to \_\_\_\_\_ with a claim period of 3 months upto \_\_\_\_\_.
  
3. 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 work entrusted as per the Agreement and it shall continue to be enforceable till all the dues of THE COMPANY under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till THE COMPANY certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said CONTRACTOR and accordingly discharges the guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this Guarantee thereafter.



4. We, \_\_\_\_\_ Bank, further agree with THE COMPANY that THE COMPANY shall have the fullest liberty without our consent or without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said CONTRACTOR 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 and to 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 or for any forbearance act or omission on the part of THE COMPANY or any indulgence by THE COMPANY to the said CONTRACTOR or by any such matter or thing whatsoever which under the Law relating to Sureties would but for this provision have effect of so relieving us.
5. We, \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of THE COMPANY in writing.
6. Notwithstanding anything stated above, the Bank's liability under this guarantee shall not exceed Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ and the guarantee shall not cover any claim arising after \_\_\_\_\_ since the execution of this guarantee. Further, notwithstanding anything to the contrary stated in the Guarantee, all claims arising under this Guarantee shall be preferred in writing with the Bank within the expiry of the claim period of the Guarantee, failing which all your rights under the Guarantee shall be forfeited and the Bank shall be relieved and discharged from all obligations.
7. Notwithstanding that between THE COMPANY and the Bank, the Bank is surety only. The Bank agrees that as between THE COMPANY and the BANK, the Bank is the principal Debtor to THE COMPANY.
8. The claim under the said Bank Guarantee is enforceable at and payable at Chennai.

Dated at Chennai this \_\_\_\_\_ day of \_\_\_\_\_ 20

\* \* \*

**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				
PURCHASER'S PAN NO.				
IMPORT EXPORT CODE (if applicable)				
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)		IFSC CODE		
	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:

\* \* \*

**Above Information to be uploaded along with the Tender documents**

**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 based on the bids of the tenderer is at 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, Penalty and LD clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person:

**Above Information to be uploaded along with the Tender documents**

**MANDATE FORM**  
Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS)  
Facility for receiving payments

## A. Details of Accounts Holders :-

Name of Account Holder	MADRAS FERTILIZERS LIMITED
Complete Contact Address	MANALI, CHENNAI – 600 068
Telephone Number / Fax / Email	9884172251 / ins@madrasfert.co.in

## B. Bank Accounts Details :-

Bank Name	STATE BANK OF INDIA
Branch Name with Complete Address, Telephone No. and Email.	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI – 600 001
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	SBIN0007347
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB / Current / Cash Credit)	CC-ACCOUNT
Complete Bank Account No. (Latest)	10242276424
MICR Code of Bank	600002014

Date of effect :-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date : 11-09-2015

v. muralidharan  
**Authorised Signatory**

**V. MURALIDHARAN**  
General Manager - Finance & Accounts  
**MADRAS FERTILIZERS LIMITED**  
Manali, Chennai - 600 068

Certified that the particulars furnished above are correct as per our records.

कृते भारतीय स्टेट बैंक  
**For STATE BANK OF INDIA**

(Bank's Stamp)

Date : 11-09-2015

  
सहा. महाप्रबंधक / Assistant General Manager  
**Signature of the Bankers**  
वाणिज्यिक शाखा, चेन्नई / Commercial Branch, Chennai-1

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up-gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. MFL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Auction rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send a fax or scanned copy via email of the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. MFL will provide, if require the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to MFL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to MFL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time. If any changes in the schedule will be informed accordingly to the respective suppliers.
8. The lowest bidder has to send a fax or scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL through service provider within 24 hours of action without fail.
9. Any variation between the on-line seal bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct Auction with MFL as per prevailing procedure.
10. In case MFL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with MFL shall be opened as per MFL standard practice.
11. **SPECIAL INSTRUCTIONS:** Bidding within the last minute and seconds should be avoided in the bidders own interest. Neither the Service Provider nor MFL is responsible for any internet speed slowdown or outage or due to any such failure on the part of the bidder, in such cases.
12. **All other Terms & conditions as per MFL <mention tender reference>**
13. MFL reserves the right to negotiate, if required, with L1 bidder even after conclusion of the eRA, at MFL's sole discretion.

**Auction Rule for finalisation of the procurement .**

MFL shall finalise the procurement of the item against this Tender through reverse auction mode. MFL has made arrangement with **M/s BOB Tech Solutions Pvt Ltd, Bangalore** who shall be MFL's authorized **service provider** for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidder's responsibility / decision to send fax communication immediately to the **service provider**. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either MFL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives such as back – up power supply whatever required so that they

are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and MFL is not responsible for such eventualities. **Bidding in the last minutes and seconds should be avoided in the bidders own interest.**

2. The **Bobtech** shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Auction Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Starting Bid/Bid Decrement:** The opening price shall be the **lowest price of sealed bids** and the bid decrement shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the site.

The start bid price and the decrement value for the Reverse Auction will be communicated by MFL through a email to the Bobtech before the start of Reverse Auction. In the event of the Bobtech uploading the Start Bid price and decrement value wrongly (other than indicated by MFL through mail) due to human error or due to any other reason, MFL reserves the right to withdraw such wrongly uploaded Start bid price and decrement value and upload again the correct start bid price and decrement value and continue the Reverse Auction with that Start bid price and decrement value. Till such time the correct Start bid price and decrement value uploaded and seen by the participants, the Reverse Auction is set to be under hold and the participants are to wait till it is restarted.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in **Indian Rupees (INR)** of the item. The Exchange Rate, if any (in case of foreign currency) will be intimated a day prior to the date of Auction. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for each item.
5. **BID PRICE:** The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of **45 days** and shall not be subjected to any change whatsoever.
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer.

#### **9. Procedure of Reverse Auctioning**

- i. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall place a bid which shall be same as that quoted in their Final Sealed price submitted to MFL or less. The bidders shall confirm in writing to MFL that their opening bid shall be same as that quoted in their final sealed price bid submitted against the above Tender, if it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. **Bidders are advised to uniformly reduce their rates in all the items for which they have quoted.**
- iii. **English Reverse (no ties) {Reverse Auction}:** MFL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
- iv. **Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.**
- v. Sealed Bid auction will be for **15 minutes** and English Reverse auction (no ties) shall be for a **period of one hour.** If a bidder places a Bid in the last 5 minutes of Closing of the

Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

- vi. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**
- vii. The bid decrement amount shall be specified by MFL before start of bidding.
- viii. Any commercial loading if any, shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
- ix. The ratio of CP and originally quoted price shall be applied on all elements of originally quoted prices to arrive at the final price break up.
10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) in Excel Format (if provided during intimation of conducting Reverse Auction) after the completion of Auction to MFL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
11. During English Reverse auction (no ties), if no bid is received within the specified time, MFL, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
12. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, MFL shall take action as appropriate.**
13. You shall be assigned a **Unique User Name & Password** by the service provider. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from MFL / the Bobtech to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
14. At the end of the Reverse Auction, MFL will decide upon the winner. MFL's decision on award of Contract shall be final and binding on all the Bidders.
15. MFL shall be at liberty to cancel the reverse auction process / re auction/ tender at any time, before ordering, without assigning any reason.
16. MFL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
18. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

## Annexure-I.

### ONLINE BIDDING/ Reverse Auction Methodology.

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by the **service provider**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, MFL and / or **the Bobtech** shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
  - 1) Online Sealed bid.
  - 2) English Reverse Auction No Ties. (Refer Bidder Manual for details)
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
  1. Leading Bid in the Auction.
  2. Your Rank.
  3. Bid Placed by you.
  4. Opening Price.
  5. Min Decrement.
8. **AUCTION WINNER:** At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
9. **AUTO BIDS:** Auto bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Auto feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.



The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The Auto bid amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of an Auto Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates auto bidding by processing auto bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as auto or standard bids.

10. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site using the Login Ids and passwords given to them.

11. **OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of MFL to any other party.
- MFL's decision on award of Contract shall be final and binding on all the Bidders.
- MFL along with **the Bobtech** can decide to extend, reschedule or cancel any Auction. Any changes made by MFL and / or **the service provider**, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **Bobtech** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  
- **Bobtech** is not responsible for any damages, including damages that result from, but are not limited to negligence. **Bobtech** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

12. All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to **Bobtech** before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

13. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to **Bobtech** for further proceedings.

## Annexure- II

Process Compliance Form

(The bidders are required to print this on their company's letter head, sign & stamp before mailing / faxing)

ARD Ref No: MFL/RA/

Date: <mention date>

Madras Fertilizers Limited  
A Govt. of India undertaking  
Manali, Chennai - 600068

Dear Sir,

Reverse Auction for<mention tender description here>  
**(MFL tender ref: <tender no>)**

We are interested in participating in the e-Auction Process for above mentioned subject and as stated in

the ARD. We have received and fully understood the ARD for e-auction.

We confirm:

1. I/We agree that I/we have been provided training by BOB tech in order to participate in Online Auctions. I/We agree to update ourselves regarding any changes made to the ARD/ARD from the website of the BOB tech/MFL and bid accordingly.
2. I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Bobtech/MFL shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
3. Bob/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at Bob directly or indirectly in the process of online bidding. Bob is not responsible for if any disputes or disagreements occur in between buyers & seller (vise versa).
4. Our online bids will pertain to the products / services as required by the MFL, as per the auction lots (markets).
5. We are aware of and understand the "Start Bid Price"/"Min Decrement"/ extension or bidding systems.
6. We are aware that Buyer (MFL) and can accept or reject any of our bids without assigning any reasons whatsoever.

We hereby, confirm that we have understood the lot & market break up, Bidding price calculation and the process of e-Auction Event. We also confirm that we have made arrangements and would be able to place our bid on the specified date & time on our own.

**We confirm, if allotted, we will honour our online bid(s), which is legally binding on us.**

Signature :

Company Stamp/Seal Name :

Designation :

**Post Bid Document**  
**Annexure III**

ARD Ref No: MFL/RA/

Date: <mention date>

**To**

Madras Fertilizers Limited  
A Govt of India undertaking  
Manali, Chennai - 600068

Sub: Final price quoted during online reverse auction conducted on < date > and price break up-of <tender descrpn> (MFL tender ref: )

Dear Sir,

We confirm that we have final quoted Rs\_\_\_\_\_.  
(Price quoted on Total Cost to MFL basis)

As our final lump sum prices during the Reverse Auction conducted today & please find below the breakup for the same.

**Kindly fill up the detailed workings in the below annexure, duly sign by the authorized and forward the same to MFL after completion of e-reverse Auction.**

[epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [epro1@madrasfert.co.in](mailto:epro1@madrasfert.co.in) / [cmfin@madrasfert.co.in](mailto:cmfin@madrasfert.co.in) .

<Include PRICE BID FORMAT>

Thanking you and looking forward to the valuable order from MFL.

Yours sincerely,

**Company:** For M/s

**Contact Name:**

**Date:**

**Seal:**