

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

**E Mails : epro@madrasfert.co.in / mgrpurchase@madrasfert.co.in
TELEPHONE NOS. : 044-25945318 / 25945311 / 25941261**

NOTICE INVITING TENDER

LLDPE BAGS FOR PACKING BIOFERTILIZERS

E-TENDER: EPRO/ MM /LLDPE BAGS/161017/168 DT 25.09.2017

SUMMARY

Online bids are invited from Manufacturers / Suppliers / Authorized Dealers for supply of **LLDPE BAGS**. 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 : E-Mails : epro@madrasfert.co.in / epro1@madrasfert.co.in

Phone Nos. : 044-25945318 /2594 1261 Mr A M Sridhar

User contact details: Production

Phone Nos: 044 – 25945420 / 25945443 E-Mail: bio@madrasfert.co.in

E-TENDER: EPRO/ MM /LLDPE BAGS/161017/168 DT 25.09.2017

Description and Qty : For Full Specifications - Refer Annexure:2

Nature of Bidding	Two Part Bidding : 1 st Part: Techno-Commercial Bid 2 nd Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	25.09.2017
Due date & Time for submission	16.10.2017 @ 16.00 Hrs
Technical Bid Opening Date& time	17.10.2017 @ 14.00 Hrs

Bid Submission (To be uploaded on or before the due date and time)	Two Separate On-Line Bids (1)Techno-Commercial Bid and (2)Price Bid To be uploaded with price break up details as per Annexure-5 on or before the date & time meant for submission of bids.
Procedure for Opening of Online Bid	Bids will be opened in seriatim Techno-Commercial Bid and Price Bid.
Bid Validity	90 Days from date of Opening of Techno – Commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
EMD Amount	Rs,12300/-
Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.
Mode of Payment for EMD / SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or RTGS or by Bank Guarantee (Annexures-9, 10 & 11)
Payment Term	30 Days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer.
Delivery Period	Annual Requirement. Qty to be supplied on need basis per MFL Bio Units (Manali & Bengaluru) instructions from time to time. Bags to be supplied within 20 days from the date of such periodical instructions thru E mails.
Quantity Provision	Not Applicable
Bid Evaluation Basis	Techno-Commercially qualified Overall R1/ L1 basis.
Scope / Description Of Work – Technical Specification Details	Refer Annexure-2
Reverse Auction	If required

**DGM- COMMERCIAL & MATERIALS MANAGEMENT
MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI – 600 068**

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ANNEXURE-1

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 Centre (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 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.
- 1.1.9 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.
- 1.1.10 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.
- 1.1.11 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.

- 1.1.12 The tendering system will give a successful bid updation message after uploading 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.
- 1.1.13 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.
- 1.1.14 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.15 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.
- 1.1.16 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.
- 1.1.17 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.
- 1.1.18 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.
- 1.1.19 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.
- 1.1.20 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).
- 1.1.21 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.
- 1.1.22 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.

1.1.23 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.

1.1.24 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 OF WORK – TECHNICAL SPECIFICATION DETAILS

LLDPE BAGS FOR PACKING BIOFERTILIZERS

E-TENDER NO : EPRO/ MM /LLDPE BAGS/161017/168 DT 25.09.2017

1. Unprinted White Opaque LLDPE Bags for Packing Bio-fertilizer – 5 Kg Capacity without handle

Specification – 530 MM X 350 MM Weight Each bag should be 25 gms,
Quantity - 35000 Nos

Rejection Clause – Each bag should be not less than 25 Gms When stretched on either side it should elongate and should not get tear- off on physical test & Each bag size should be not less than Length 530 mm X Width 350 mm The material not meeting the above specification shall be rejected and the vendor has to take back the material at his own cost.

2. Printed LLDPE Bags for packing bio-fertilizers (1 Kg Capacity) Outer Poly bag without handle – Quantity - 70000 Nos.

Specification – Size 330mm x 225mm, Weight Each bag should be 8 gms
Material- White Opaque, Language – All,, Printing 6 colours (front 6 colours & back Black colour) Design : As per art work of MFL, **Strain & Qty:**
(1) Phosphobacteria-33000 Nos, (2) Azo Paddy-17000 Nos,(3) Azo-All Crops 20000 Nos.

Rejection Clause – Each bag should be not less than 8 Gms When stretched on either side it should elongate and should not get tear- off on physical test & Each bag size should be not less than Length 330 mm X Width 225 mm The material not meet the above specification, shall be rejected and the same will be torn to pieces in the presence of MFL bio Officials and the vendor has to take back the rejected material at his own cost.

3. Unprinted white opaque LLDPE Bags for packing Bio-fertilizers – 1 Kg Capacity without handle Quantity

Specification – 280 MM X 210 MM Weight Each bag should be 7gms
Quantity -95000 Nos

Rejection Clause – Each bag should be not less than 7 Gms When stretched on either side it should elongate & Each bag size should be not less than Length 280 mm X Width 210 mm The material not meeting the above specification shall be rejected and the vendor has to take back the material at his own cost.

SIGNED COPY OF THE SPECIFICATION DETAILS & DULY FILLED TECHNO-COMMERCIAL BID TO BE UPLOADED AS ATTACHMENT WITH THE ON-LINE SUBMISSION BIDS.

PREQUALIFICATION CRITERIA

1. The bidder should have minimum two years' experience during the last three years (2014-15, 2015-16 & 2016-17) as a Manufacturer / Agent / Distributor in manufacture / supply of LLDPE Bags.
2. Bidder shall submit documentary evidence such as copies of purchase orders and supply details of three similar works for the value of Rs.2.4 lakhs per annum or two similar works for the value of Rs.3 lakhs per annum or one similar work costing not less than Rs.4.8 lakhs per annum (Proof of delivery / invoices) for the above period (PO copies submitted in the name of the bidder only will be accepted).
3. 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.

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. After tender opening and while processing the bids, if any document(s) is/are found not to have been uploaded by any tenderer, MFL will seek thru email the required documents and the tenderer shall submit the same within the date stipulated in the email.

Tenderers not submitting the requisite pre-qualification criteria documents on or before the date mentioned in such email shall not be considered for further processing.

ANNEXURE : 4 - TECHNO-COMMERCIAL BID FORMAT

Name of the Tenderer	
Address	
E-Mail ID	
Phone Nos :	
Detailed Technical Specification offered :	
Make / Manufacturer - Indian Make only	
Mfr's & Material Test Certificate Should be submitted along with supply	N.A
IBR Certificate to be provided along with supply	N.A
COMMERCIAL TERMS	
Payment Term	30 Days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer.
Delivery Period	Annual Requirement. Qty. should be supplied on need basis as per MFL Bio Units (Manali & Bengaluru) Instructions from time to time. Bags to be supplied within 20 days from the date of such periodical instruction thru e mail.
Delivery Term	Free delivery of material at our Bio Units (Manali & Jigani Bengaluru)
Delivery Place	MFL Bio Unit Manali & Jigani Bangalore
Offer Validity	90 Days from the date of bid opening
Packing, Forwarding & unloading Charges	To Vendor's Account only
GST	
Freight & Transit Insurance Charges	To Vendor's Account only
Acceptance to give 5% Security Deposit in the event of placement of order	Yes
Acceptance for LD Clause as per Annexure-8	Yes
Acceptance to receive payment for actual measurement taken at MFL.	N.A
Acceptance to all other Tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :

ANNEXURE - 5**Bill of Quantity / Price Bid break-up details****PROCUREMENT OF LLDPE BAGS**

Sl.No.	Description	No. of Bags		Rate/ Bag (Rs)		Total Value (Rs)	
		Chennai	Bengaluru	Chennai	Bengaluru	Chennai	Bengaluru
1	Un -printed LLDPE Bag for packing 5 kgs of Bio fertilizer (without Handle)	20000	15000	DO	NOT	QUOTE	PRICE
2	Printed of LLDPE Bag for packing 1 Kg of Bio-fertilizer (without Handle)	60000	10000	IN	THIS	FORMAT	
3	Un -Printed of LLDPE Bag for packing 1 Kg of Bio-fertilizer (without Handle)	65000	30000				
4	Total Basic Value						
5	Overall Total Basic Value (Chennai & Bengaluru)						
6	GST (%)						
7	GST (RS)						
	Landed Value (5 + 7)						
Landed Value in words.....							

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. The prices should be indicated only in the price bid and nowhere else.

Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.

We have gone through MFL Tender Document and the rate quoted above is based on complete understanding and acceptance of the terms and conditions contained therein.

Name of the Tenderer :

Address :

Signature

Designation:

ANNEXURE 6

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

- The tenderer shall submit the Earnest Money Deposit of **Rs. 12,300/- (Rupees Twelve Thousand Three Hundred Only)** by way of demand draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or RTGS (**Annexure 11**) Or Bank Guarantee (BG) in the approved format (**Annexure 9**) valid for **45 days beyond the offer validity period of the bid.**
- In the case of EMD thru BG, Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM-Commercial & Materials Management & Commercial, Madras Fertilizers Limited, Manali, Chennai 600 068.
- NSIC / DGS&D / MSMEs registered bidders seeking EMD exemption should enclose valid Certificate of such Registration. They should upload the relevant Certificate copy before the closing date and time of tender.
- EMD shall not carry any interest.
- EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
- Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
- EMD shall be forfeited if the tenderer withdraws the offer or modifies the terms and conditions of offer, without prejudice to MFL’s rights to initiate other legal action, for losses, if any suffered by MFL, even after forfeiture of EMD.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.

Tenderers who are submitting EMD payment in the form of **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 should be directly sent to **DGM– Commercial & Materials Management, Madras Fertilizers Ltd., Manali, Chennai 600 068** with clear superscription on the cover as **“EMD For TENDER No AND DATE.**

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful Tenderer irrespective of NSIC / DGS & D / MSME holders 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 RTGS (**Annexure 11**) or BG in the approved format (**Annexure-10**) 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 & Commercial, 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 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 breach / failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
- ❖ 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 by DD or BG 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 case of BG, the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.
- ❖ SD shall not carry any interest.

SPECIAL TERMS & CONDITIONS

• **CONSTITUTION OF THE TENDERER**

The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager – Materials Management, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

The tenderer/contractor shall produce the self- attested 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 or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.

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

• **VOLUME**

The quantity indicated in the tender is only tentative and the same is subject to revision.

• **PRICE & TERMS OF DELIVERY**

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of LLDPE Bags at Bio-Fertilizer Unit, MFL, Manali, Chennai & Jigani Bengaluru, including unloading by road transport. The risk in transit will be tenderer's responsibility.

• **INSPECTION & TESTING**

Purchaser shall have the right to inspect and test goods per procedure 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 bags are complied with the MFL Specification. The Purchase Order is issued in reliance on the aforementioned warranty of the supplier.

• **REJECTION :**

All supplies should conform to specification as stipulated in **Annexure 2**. Tenderer should ensure the quality before supplying 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, Materials not meeting our specification entire lot will be rejected and supplier shall arrange to take back the Materials.

- **DELIVERY PERIOD :**

Annual Requirement. Qty to be supplied on need basis per MFL Bio Units (Manali & Bengaluru) instructions from time to time. Bags to be supplied within 20 days from the date of such periodical instructions thru E mails.

- **SELECTION CRITERIA :**

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 Overall R1 / L1 basis.

- **UNLOADING :**

Tenderer must make arrangements for unloading the Materials at MFL Bio Unit Manali & Jigani, Bangalore / As per instruction of Bio Unit Supervisor Manali Chennai & Jigani Bangalore.

- **DELIVERY TERMS :**

The order quantity is to be supplied in a staggered manner as per the instruction from biounit Manali & Jigani The contractor must make arrangement to safely handover the Materials at MFL Bio unit & Jigani Bio unit / Site.

- **MFL SAFETY RULES & REGULATIONS**

Tenderer shall adhere to existing MFL safety rules and regulations during the tenure of the contract.

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

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.

- **TERMS OF PAYMENT :**

☞ Payment will be made on **30 Days Credit Payment** basis from the date of receipt of material, subject to acceptance. **Tenderer to quote only for credit payment offering a credit period of 30 days.**

☞ **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 **JGM – Corporate Accounts, 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 13**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

- **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.

- **SUMMARY TERMINATION**

MFL reserves the right to terminate the supply contract due to any failure/breach on the part of the tenderer in discharging the services under the contract, or in the event of vendor becoming insolvent or going into liquidation. The decision of Madras Fertilizers Limited about the breach/failure on the part of the tenderer shall be final and binding on the tenderer.

MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the tenderer of any of the terms and conditions of the Supply, or due to the tenderer's inability to perform as agreed for any reason whatsoever, to terminate the supply contract forthwith and get the supplies at the risk and cost of the tenderer and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL. The decision of Madras Fertilizers Limited about the losses, breach/failure on the part of the tenderer shall be final and binding on the tenderer and shall not be called into question.

- **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.

- **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.

- **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.

- **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.

- **VARIATION**

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

- **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 is very important. If the items are not delivered on or before the delivery date specified in the purchase order 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 (PO Value includes Basic Order value + applicable Statutory Levies and Freight & Transit Insurance charges (if applicable). LD Clause is applicable for the part of the quantity, which is delivered late.

- **REVERSE AUCTION AND / OR NEGOTIATION**

Reverse auction: Applicable 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.

GENERAL TERMS & CONDITIONS

- Conditional offers will not be considered.
- 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.
- 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
- 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.
- Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
- Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
- MFL will not be bound by any general/printed provisions of Tenderer’s offer.
- Tenderer should clearly indicate the correct GST %.
- 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.
- 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.
- 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.
- The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.

- 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.
- NSIC registered Micro, Small & Medium Enterprises (MSMEs) participating in the tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL and may be allowed to supply up to 20% of the Purchase Order value if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non-MSMEs.
- MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.



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.

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

ANNEXURE 11
**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	SBIN0007347
6.	Name of the beneficiary	MADRAS FERTILIZERS LTD.
6.	Bank Account No.	10242276424
7.	Account Type <i>CC A/c</i> (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.



भारतीय स्टेट बैंक
State Bank of India

(07347) COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC BOSE ROAD CHENNAI 600001
IFS Code: SBIN0007347

केवल 3 महीने के लिए ही / VALID FOR 3 MONTHS ONLY
D D M M Y Y Y Y Y

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा/करे ₹

चै. नं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD



Prefix :
0523600002

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

AUTHORISED SIGNATORIES
Please sign above

⑈ 483179⑈ 50000201⑈ 000205⑈ 30

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 SD & Liquidated Damages (LD) 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.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

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 NUMBER	GST	SSI	OTHERS

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: