

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

**OPEN TENDER ENQUIRY  
NOTICE INVITING TENDER FOR  
PROCUREMENT OF SILICA SAND - 37000 MT**

E - TENDER No.EPRO/MM/SILICASAND/301017/178 Dt.10.10.2017

**SUMMARY**

Online bids are invited from vendors for supply of **Silica Sand**. Bidders, who are interested to submit bids, 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: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [eprol@madrasfert.co.in](mailto:eprol@madrasfert.co.in)

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

User Contact detail: [purchase9@madrasfert.co.in](mailto:purchase9@madrasfert.co.in), [dgmprodn@madrasfert.co.in](mailto:dgmprodn@madrasfert.co.in)

Description / Qty	<b>Silica Sand - 37000 MT (Refer Annexure 4)</b>
Nature of Bidding	Two Stage Bidding : 1 <sup>st</sup> Part : Techno-Commercial Bid, 2 <sup>nd</sup> Part: Price Bid
Commencement of viewing and downloading tender document from e-Tender Website	10.10.2017
Due date & Time of submission	13.11.2017 16.00 hrs.
Technical Bid Opening Date& Time	14.11.2017 14.00hrs.
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated
Bid Submission (To be Uploaded on or before the due date and time)	Three Separate on-line covers (folders)  (1) EMD (2) Techno-Commercial Bid (Annexure-4 &5) (3) Price Bid (Annexure-6)  To be uploaded on or before the last date & time meant for uploading of bids.
Procedure for opening of On-line Bid	Bids will be opened in Seriatim, i.e. EMD, Techno-Commercial Bid and Price Bid.
Bid Validity	90 days from the date of opening of Techno-Commercial Bid.

**EMD Amount: Rs.7,93,700/- (Rupees Seven Lakhs Ninety Three Thousand and SevenHundred Only). EMD payment can be made in the form of DD/BG/ RTGS. (Ref.Annexure-7 - EMD terms & conditionsand Anexure-13 - EMD BG Format).**

Original EMD DD/BG in MFL's approved format (Annexure-13) valid for 135 days from the date of tender opening date or thru' RTGS per details furnished in Annexure-14 should be furnished in a separate sealed cover superscribed as **EMD for Tender No.EPRO/MM/SILICASAND/301017/178 Dt.10.10.2017**and the same to be sent within 3 working days from the due date of submission of bids to:**DGM-Commercial & Materials Management, Madras Fertilizers Ltd., Manali, Chennai-600 068.**

Bidders with NSIC/MSME/ DGS&D valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid before the closing date and time of tender. If such valid certificates are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.

Security Deposit (SD)	5% of the Contract Value in the event of placement of award of Contract.
Mode of Payment for EMD or SD	By DD/RTGS in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (Annexure 13, 14& 15).
EMD BG Validity	Up to 135 Days from the date of decrypting of techno-commercial bids.
Payment Term	<b>30 days Credit Payment</b> basis from the date of receipt of material, subject to acceptance thru' RTGS
Contract period	Refer Annexure 5 & 9
Evaluation Basis	Refer Annexure-9 Sl.No.8 of NIT
Allotment of quantity	Refer Annexure-9 Sl.No.3 of NIT
Brief Description of Work	Refer Annexure 2 of NIT
Reverse Auction /Negotiation/Counter Offer	Refer Annexure-9 Sl.No.24 of NIT
LD Clause	Refer Annexure-9 Sl.No.23 of NIT

**DGM – COMMERCIAL &MATERIALS MANAGEMENT  
MADRAS FERTILIZERS LTD.,  
MANALI, CHENNAI 600 068**

**List of Annexures**

Instructions for applying e-Tender	Annexure 1
Scope / Brief Description of work	Annexure 2
Pre-qualification criteria	Annexure 3
Specification, Quantity & Technical bid Format	Annexure 4
Commercial Bid Document	Annexure 5
Price Bid Format	Annexure 6
EMD Terms & Conditions	Annexure 7
SD Terms & Conditions	Annexure 8
Special Terms & Conditions	Annexure 9
General terms & Conditions	Annexure 10
Tenderer Undertaking	Annexure 11
Information about Tenderer	Annexure 12
Format for EMD/SD BG	Annexure 13
Bank details for EMD/SD payment thru RTGS.	Annexure 14
Format for SD BG	Annexure 15
Format for RTGS	Annexure 16
Reverse Auction – Terms & conditions	Annexure 17

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

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

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

**BRIEF DESCRIPTION OF WORK**

Tenderers are advised to acquaint themselves with the jobs involved. The tenderer in the event of award the contract / PO, is required to supply **Silica Sand** per specification to MFLRMH Plant, Manali, Chennai using their own or hired vehicle. The operation to be followed is:

- Weighing the vehicle at MFL Weigh Bridge while coming in and going out of MFL premises;
  - Unloading **Silica Sand** with their own men at the place assigned by the authorized MFL Personnel; and
  - Maintaining trip sheet, Material- In Pass and other documents with signature of authorized MFL personnel for receipt of material.
  - The vehicle in which material is transported should have emission control certificate, RC Book, fitness certificate and valid license for the driver who is driving the vehicle.
- ☞ It is the responsibility of the vendor to transport the goods at their own risk and MFL will not be responsible for any damages or whatsoever.



**PREQUALIFICATION CRITERIA**

1. Tenderer should be currently in the business of supply of Silica Sand with a minimum of 3 years' experience and to prove the experience, the tenderer should submit any one of the following PO copies for the supply of Silica Sand.
  - a) One PO copy for the supply of 4440 MT during the last 3 years.

Or
  - b) Two PO copies with each for the supply 2775 MT during the last 3 years.

Or
  - c) Three PO copies with each for the supply of 2220 MT during the last 3 years.
2. The bidder should produce Solvency Certificate from Banker for Rs.25 lakhs
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 stipulated in the email shall not be considered for further processing.

**ANNEXURE 4****SPECIFICATION, QUANTITY & TECHNICAL BID FORMAT**

1	<b>SILICA SAND</b>  <b>SPECIFICATION:</b> COLOUR : WHITE TO LIGHT BROWN SIZE : -20 TO +80 MESH (ASTM 100%)  MOISTURE: 2% MAX (DETERMINATION BASED ON DRYING AT 105 DEG C ) ORGANIC MATTERS – NIL	Accepted
2	<b>QUANTITY</b>	37000 MT

**ACCEPTANCE / PENALTY / REJECTION**

**Penalty Clause at the discretion of MFL:** All the supplies should conform to specifications as given above. However, at the discretion of MFL, supplies may be accepted after imposing penalty clause as detailed below.

<b>Penalty for High Moisture</b>		<b>Penalty for out of size material (Size: -20 to +80 Meshes ASTM STD. 100%)</b>	
<b>Details</b>	<b>Amount (Rs.)</b>	<b>Details</b>	<b>Amount (Rs.)</b>
Up to 2.0%	Nil	up to 90%	Nil
2.1% to 4.0%	7.50 per MT	70.0% to 89.9%	10.00 per MT
4.1% to 5.0%	10.00 per MT	50.0% to 69.9%	30.00 per MT
5.1% to 6.0%	12.50 per MT	Below 50%	Rejected
6.1% to 7.0%	15.00 per MT		
7.1% to 8.0%	20.00 per MT		
8.1% to 10.0%	25.00 per MT		
Above 10.0%	Rejected		

**Note:**

The Material will be liable for rejection on visual examination for moisture / clay and out of size material at the time of delivery at our site.

QUANTITY PROVISION: +10%

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

Signature of the authorized person :  
 Name of the authorized person :  
 Designation of the authorized person :  
 Seal of the organization :

**ANNEXURE 5****COMMERCIAL BID FORMAT**

1	<b><u>Name of the Tenderer</u></b>		
2	<b><u>Address</u></b>	<u>E-mail</u>	
		<u>Mobile:</u>	
		<u>Land Line:</u>	
3	<b><u>Payment Term:</u></b> <b>30 days Credit Payment</b> only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer.		Accepted
4	<b><u>Contract Period: (Refer Annexure 9)</u></b> “One year from the date of LOI/PO. Contract period can be extended for a period of one year on the same terms and conditions, on mutual consent.”		Accepted
5	<b><u>Delivery Schedule: (Ref Annexure 9)</u></b> Initially the ordered quantity is to be supplied within 15 days from the date of LOI / PO and further supplies on need basis per MFL instruction only.As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 15 days from the date of email.		Accepted
6	<b><u>Delivery Place (Refer Annexure 9)</u></b> MFLRMH Plant, Manali, Chennai.		Accepted
7	<b><u>Unloading at MFL (Refer Annexure 9)</u></b> Tenderer must make arrangements for unloading the material at MFLRMH Plant.		Accepted
8	<b><u>Offer Validity:</u></b> 90 days from the date of opening of Tender		Accepted
9	<b><u>Security Deposit (Refer Annexure 8 and Annexure 15)</u></b> 5% in the event of placement of order		Accepted
10	LD clause (Refer Annexure-9)		Accepted
11	<b><u>Received Quantity (Refer Annexure-9)</u></b> Weight as recorded in MFL weighbridge or the weight declared in vendor’s DC/Invoice whichever is less is final and is applicable for payment.		Accepted
12	All other terms & conditions in Annexure – 9, 10, 11		Accepted

Note: Bidder to fill in Sl. Nos. 1 and 2 and upload the format signed by authorized person with name, designation office seal along with Banker’s Solvency Certificate.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

**ANNEXURE 6**

**MODEL PRICE BID FORMAT**  
**SUPPLY OF SILICA SAND**

**E-TENDER NO.EPRO/MM/SILICASAND/301017/178 Dt.10.10.2017**

<b>Sl. No.</b>	<b>Description</b>	<b>Qty. (MT)</b>	<b>Basic Rate per MT in Rs in words &amp; figures</b>
1	SUPPLY OF SILICA SAND(With the description as given in the Annexure 4 )	37000	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>
2	GST %		
3	GST in Rs.		
4	Freight in Rs.		
5	Landed Rate at MFL per MT for Sl.No.1 (Sl.Nos.1+3+4)		
6	Landed Value for Sl.No.1 (Sl.No.5 X Qty of Sl.No.1)		

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

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

Bidders to note that if prices are indicated in their un-priced techno-commercial part their offer will be rejected and no further evaluation or communication will be entertained in this regard

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

1. The tenderer shall submit the Earnest Money Deposit of **7,93,700/- (Rupees Seven LakhsNinety Three Thousand and SevenHundred Only)** by way of Demand Draft drawn in favour of “Madras Fertilizers Limited” payable at Chennai or Bank Guarantee (BG) in the MFL’s approved format (**Annexure - 13**) valid for 135 Days from Tender Opening Date or **thru RTGS** per details furnished in (**Annexure - 14**).
2. 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, Madras Fertilizers Limited, Manali, Chennai 600 068.
3. 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.
4. EMD shall not carry any interest.
5. EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
6. Offers without EMD or valid Certificates for exemption of EMD, will not be considered.
7. EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions of offer, without prejudice to MFL’s rights to initiate other legal action, for loses, if any suffered by MFL, even after forfeiture of EMD.
8. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.
9. Tenderers who are submitting EMD payment in the form of **DD or BG / 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 E-Tender No.EPRO/MM/SILICASAND/301017/178 Dt.10.10.2017”** on or before the date 02.11.2017.

**SECURITY DEPOSIT (SD) TERMS & CONDITIONS**

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

**ANNEXURE 9****SPECIAL TERMS & CONDITIONS****1. CONSTITUTION OF THE TENDERER**

After submission of offer by any tenderer and if any contract is awarded to such tenderer based on such offer, from the date of offer and until compliance with all the contractual obligations the tenderer/contractor shall, inform by Registered Post to DGM-Commercial & Materials Management, Madras Fertilizers Limited, Manali, Chennai 600068, within 24 hours, any change in the composition of the tenderer/contractor and/or any re-constitution of the tenderer/contractor and/or any happenings like death / resignation of any Partner / Director / Member etc., in the tenderer/contractor organization. On receipt of such information, MFL reserves the right either to consider the offer or reject the same and/or continue or terminate the contract, if any awarded to the tenderer.

The tenderer/contractor shall produce 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 and/or composition and/or change in the tenderer/contractor's organization, MFL reserves the right to initiate necessary action as it deems fit, including termination of the contract, withholding payments due to the tenderer/contractor etc..

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

**2. VOLUME**

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

**3. ALLOTMENT OF QUANTITY**

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

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

In case, only one techno-commercially qualified bidder is available with acceptance to the rate finalized after Reverse Auction and/or Negotiation if any, it

is proposed to place order for 100% quantity on such techno-commercially qualified R1 in Reverse Auction, i.e. L1 after Reverse Auction.

4. **PRICE & TERMS OF DELIVERY**

Price quoted must be firm during the Tenure of the Contract. Please quote your lowest rate for delivery of **Silica Sand** at MFLRMHPlantpremises at Manali, Chennai including unloading by road transport.As the offer is “Door Delivery at MFL RMHPlant Site”, the risk in transit shall be yours.

5. **INSPECTION & TESTING**

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

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

6. **PENALTY/REJECTION**

All supplies should conform to specification as stipulated in **Annexure 4**.Suitable penalty will be imposed for deviation in the supply.Tenderer should ensure the quality before dispatching the consignment. If the material received is not conforming to our specification, shall be liable for summary rejection. Tenderer must make necessary arrangements for removing the rejected material immediately and arrange to replace the same with fresh supply conforming to specification on receipt of intimation from MFL at their risk and cost.

In case material is not meeting our specification entire lot will be rejected and supplier shall arrange to take back the material within 10 days from the date of information and beyond which MFL is not responsible for the material loss if any.

7. **CONTRACT PERIOD**

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

8. **EVALUATION BASIS**

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

9. **UNLOADING**

Tenderer must make arrangements for unloading the material atMFLRMH Plant, per instruction of MFL Supervisor / Manager, concerned.

## 10. DELIVERY SCHEDULE:

Initially the ordered quantity is to be supplied within 15 days from the date of LOI / PO and further supplies on need basis per MFL instruction only. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered within 15 days from the date of email. The contractor must make arrangement to safely deliver the material at MFL RMH Plant Site, Manali, Chennai 600068.

## 11. WEIGHMENT

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

## 12. MFL SAFETY RULES & REGULATIONS

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

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

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

## 13. TERMS OF PAYMENT

Payment will be made on **30 days Credit Payment** thru' RTGS from the date of receipt of material, subject to acceptance thru' RTGS. **Tenderer to quote only for credit payment offering a credit period of 30 days. Payment becomes due only from the 31<sup>st</sup> day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to process time and/or force majeure situation.**

Offers with payment term such as "payment thru Proforma Invoice" or "payment against documents thru bank" or "payment thru letter of credit" etc., will be summarily rejected.

Invoices to be forwarded to AGM – CA, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by proof of delivery.

Invoices should be clearly marked with MFL Purchase Order No. and date and the tenderer's DC No. and Date.

Payment will be made only thru RTGS, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.

RTGS Form (**Annexure 16**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

**14. SUBLETTING & TRANSFER**

Tenderer shall be solely responsible for rendering any or all the services. He shall not sublet / transfer / assign the contract or any part thereof to others. All their dealing with third parties shall be without reference to MFL.

**15. CANCELLATION OF ORDER**

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

**16. SUMMARY TERMINATION**

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

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

**17. LAWS GOVERNING THE CONTRACT**

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

**18. DEFINITION**

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

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

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

**19. FORCE MAJEURE**

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

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

**20. ARBITRATION**

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

**21. COMPLIANCE WITH STATUTORY PROVISIONS**

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

For any damage to MFL property, due to negligence by the tenderer or workmen engaged by tenderer, the tenderer shall make good the loss suffered by MFL, on account of such damage to MFL's property due to such negligence.

**22. VARIATION**

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

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

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

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

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

**Negotiation:** Applicable in the following circumstances:-

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

Notwithstanding anything mentioned above, MFL reserves the right to go in for Reverse Auction process and/or negotiation, if required or may finalize the tender without Reverse Auction and/or negotiation. However, the decision, if any to conduct Reverse Auction will be conveyed to short-listed bidders thru a Business Rule Document (Refer Annexure-17). If Reverse Auction is conducted, the same will be intimated in advance to the techno-commercially shortlisted tenderers to enable them to indicate their acceptance for participation in the Reverse Auction by signing the Business Rule Document.

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

#### **Finalized rate (after reverse auction)**

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

#### **L1 negotiated rate**

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

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

Where the bidder is placed in holiday list / Blacklisted by MFL or by any other Govt. PSUs, even if such bidder participated in the bidding process, their offer will not be considered for evaluation.

Where there is pending arbitration proceedings initiated by MFL against any contractor/ supplier is / are pending disposal, the offer of such contractor / supplier will not be considered for evaluation.

26. **H1 ELIMINATION:**

- MFL requires minimum of 5 bidders for H1 Elimination.
- After opening the price bids, the H1 bidder/bidders will be eliminated, only if the minimum number of eligible bidders for Reverse Auction are 5.

Example Conditions:

**CONDITION -1:**

No. of bidders – 6

H1 bidders – 3 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 3)

Hence no H1 elimination would be carried out and all the 6 parties would be allowed to participate in the Reverse Auction.

**CONDITION -2:**

No. of bidders – 10

H1 bidders – 4 (Highest quoted bidders with same rates)

(Eligible bidders for Reverse Auction if H1 elimination carried out would be 6)

Hence all the H1 bidders (4 bidders) would be eliminated and the remaining 6 bidders would be allowed to participate in the Reverse Auction.



**ANNEXURE 10****GENERAL TERMS & CONDITIONS**

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

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



**ANNEXURE 11****TENDERER UNDERTAKING**

## THE TENDERER HEREIN

- Agrees, accepts and abides by all terms, conditions and covenants of tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is the sole discretion of MFL
- Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
- Accepts EMD and SD clauses and agrees for 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 center.
- The tenderer shall furnish a declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings. In case of prevalence of any such litigation or action including arbitration proceedings, tenderer shall furnish full details of such litigation. (Refer clause 25 of Annexure 9)

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

**INFORMATION ABOUT 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 Branches	
3	Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Name of the Kartha in case of Hindu joint family business, or the name of the proprietor in the case of proprietorship or the name of the partners in the case partnership firm or the name of the Managing Director in the case of limited companies should be furnished.	
6	In case of change in composition and change of the partner or proprietor, the same should be intimated to MFL in writing, well in advance with required documents. In such case of changes, MFL reserves the right to terminate or to continue the contract	
7	Nature of normal business of the tenderer	
8	GST Registration No.	
9	Details of Turnover	
10	Copy of PAN Card and last 3 years IT Return with acknowledgment order to be attached	
11	Last Three years statement of Accounts with Balance Sheet.	

Note: Copies of documents are required to be attached for Sl.No. 7 to 11.

**ANNEXURE 13**

**FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD**

Whereas ..... (herein after called the ‘tenderer’) has submitted their offer dated .....for the 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 Madras Fertilizers Limited (hereinafter called the “Purchaser”) in the sum of Rupees ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....  
Name and designation of the officer

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

**ANNEXURE 14**

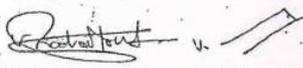
**MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI - 600 068**

**MANDATE FOR ELECTRONIC FUND TRANSFER THROUGH RTGS / NEFT**

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

**CERTIFICATE**

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

  
 Signature of the authorized  
 Official from the Bank with seal

Encls: Cancelled / copy of cheque leaf

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

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

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

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

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

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

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

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

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

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

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

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

Name and designation of the officer .....

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

**ANNEXURE 16**

**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:

(To be filled by MFL in case of ordering)

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

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

**REVERSE AUCTION - TERMS AND CONDITIONS**

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 finalization 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 CommercialBid.

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 **60 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.

**ATTACHMENT-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 (ATTACHMENT- 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.

**ATTACHMENT- 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**

### **ATTACHMENT III**

ARD Ref No: MFL/RA/  
date>

Date: <mention

**To**

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

Sub: Final price quoted during online reverse auction conducted on March 31, 2016 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:**