

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

**NOTICE INVITING TENDER FOR PROCUREMENT OF  
ROTOR CW BALANCED QUENCH AIR FAN ASSEMBLY  
TENDER No. EPRO/MM/QAF ASSEMBLY/181217/211 DATED 27/11/2017.**

**SUMMARY**

**Online bids are invited for Procurement of ROTOR CW BALANCED QUENCH AIR FAN ASSEMBLY AS PER MFL DRAWING 0-05-015 R6.**

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** email: [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [eprol@madrasfert.co.in](mailto:eprol@madrasfert.co.in)  
**Phone:** 044 25945318 / 25945312 / 2594 1261 Mr. A M Sridhar

<b>Description :</b>	<b>REFER ANNEXURE -2</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	27/11/2017
Due date & Time for submission	18/12/2017.@ 16.00 HRS
Technical Bid Opening Date& time	19/12/2017@ 14.30 HRS(Next Day)
Bid Submission (To be uploaded on or before the due date and time)	TWO Separate on-line bids (1) Technical & Commercial Bid (2) Price Bid To be submitted with price break up details as per <b>Annexure-4</b> 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 and price bid.
Bid Validity	90 days from date of opening Techno – commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated

Security Deposit (SD)	5% of the Contract Value in the event of placement of award of contract.
Mode of Payment for SD	By Demand Draft in favour of Madras Fertilizers Ltd, payable at Chennai or by RTGS (Annexure 10) or by Bank Guarantee(Annexure-5&9).
Reverse Auction / Negotiation	Per Clause 18 of Annexure 6
Payment Term	<b>30 days Credit Payment</b> thru RTGS from the date of receipt of material, subject to acceptance.
Delivery Period	3 Month from the date of PO / LOI
Bid Evaluation Basis	Per Clause 6 Annexure 6
Specification Details	Refer <b>Annexure-2</b>
LD Clause	Per Clause17 of Annexure 6

**DGM – C & MM  
MADRAS FERTILIZERS LTD,  
MANALI,  
CHENNAI 600 068**

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## **ANNEUXRE 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 <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 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 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 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.
- 1.1.13 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, ie., 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****TECHNICAL BID CUM SPECIFICATION**

- SPARES FOR QUENCH AIR FAN.  
FAN SINGLE INLET SINGLE WIDTH  
TIP SPEED 7700 FT/MIN  
MATERIAL OF CONSTRUCTION: MS  
SHAFT DIA 3-1/2 INCH TYPE 12-LL OF  
AIR CONDITIONING CORPN.

ROTOR CW DYNAMICALLY BALANCED                      1.00 No.              34-0-17800  
AS PER MFL DRG 0-05-015 R6

DRAWING ATTACHED.(REFER ANNEXURE -13)

**Note:**

Dynamically Balanced Test Certificate to be provided with Supply.

**ANNEXURE 3****TECHNO-COMMERCIAL BID FORMAT**

1	<b><u>Name of the Tenderer</u></b>	
2	<b><u>Technical Specification of the Offered Item</u></b>	Furnished
3	<b><u>Address</u></b>	<u>E-mail</u>  <u>Mobile:</u>  <u>Land Line:</u>
4	<b><u>Payment Term:</u></b> 30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS Transfer.	Accepted
5	<b><u>Delivery period:</u></b> 3 Months from the date of LOI / PO	Accepted
6	<b><u>Delivery Term – Free Delivery</u></b>	Accepted
7	<b><u>Delivery Place</u></b> Stores, Madras Fertilizers Limited, Manali, Chennai 600 068	Accepted
8	<b><u>Packing &amp; Forwarding charges – Vendor’s Account</u></b>	Accepted
9	<b><u>Freight &amp; Insurance – Vendor’s Account</u></b>	Accepted
10	<b><u>Unloading at MFL</u></b> Tenderer must make arrangements for unloading the material at MFL Stores	Accepted
11	<b><u>Offer Validity:</u></b> 90 days from the date of opening of Tender	Accepted
12	<b><u>Security Deposit (Refer Annexure 5 and Annexure 9&amp; Annexure 10)</u></b> 5% in the event of placement of order by DD/RTGS/ BG	Accepted
13	LD clause (Refer Annexure-6)	Accepted
14	<b><u>Certificate:</u></b> Dynamically Balanced Test Certificate to be Provided With Supply	Accepted
15	All other terms & conditions in Annexure –6	Accepted

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :



**ANNEXURE 4****MODEL PRICE BID FORMAT**

Bidder's Ref No..... Dt.....

Sl. No.	Description	Qty. (Nos.)	Basic Rate in Rs in Words & figures
	(a)	(b)	(c)
1	SPARES FOR QUENCH AIR FAN. FAN SINGLE INLET SINGLE WIDTH TIP SPEED 7700 FT/MIN. MATERIAL OF CONSTRUCTION MS SHAFT DIA 3-1/2 INCH TYPE 12-LL OF AIR CONDITIONING CORPN.  ROTOR CW DYNAMICALLY BALANCED AS PER MFL DRG 0-05-015 R6 ART CODE: 34-0-17800  Note:  Dynamically      Balanced      Test Certificate   to   be   Provided   With Supply	1 No.	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>
2	GST %		
3	GST in RS.		
4	Total Landed Value at MFL (1c+3c)		

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

Bidder 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.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

## **ANNEXURE 5**

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

- ❖ 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, either by Demand Draft or RTGS or BG in MFL's approved format (**Annexure -9 & 10**) with a validity of 60 Days beyond the date of completion of the Purchase Order / Delivery period.
- ❖ 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.
- ❖ Unreturned SD in respect of earlier tenders, if any, cannot be adjusted against this tender.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to the contractor carrying out all the obligations/operations as required per tender.
- ❖ Failure to pay SD shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of contract.
- ❖ MFL reserves the right to appropriate any part or the whole of the amount of SD without prejudice to other claims against the contractor for losses suffered by MFL due to failure on the part of the contractor or due to termination of the contract or contractor becoming disqualified because of liquidation / insolvency or charge of composition. The decision of MFL in respect of such losses, damages, expenses; or costs shall be final and binding on the contractor and shall not be called into question
- ❖ 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 make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims in the event of breach of contract/failures by the contractor, if any.
- ❖ SD shall not carry any interest.

## **ANNEXURE 6**

### **GENERAL TERMS & CONDITIONS**

#### **1. CONSTITUTION OF THE TENDER**

The contractor shall not change the constitution of the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contract and happenings like death / resignation of any partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to DGM- C & MM Madras Fertilizers Ltd, Manali Chennai 600 068. On receipt of such information MFL reserves the right either to terminate or continue the contract.

The tenderer/contractor shall produce the 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 itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.

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.

#### **3. PRICE & TERMS OF DELIVERY**

In the event of awarding the contract / PO to the tenderer, the ordered rate during the tenure of the contract will be firm. The rate quoted should be for delivery of the goods at our Manali Plant site including transportation and unloading charges. Material should be delivered within 3 months from the date of LOI/PO

#### **4. INSPECTION & TESTING**

**Material** supplied will be inspected and tested per procedure and the material not meeting with our specification will be rejected.

## 5. REJECTION

All supplies should conform to specification as stipulated in **Annexure - 2**. Tenderer should ensure the quality before dispatching the consignment. If the material received is not conforming to our specification, the same shall be rejected. TENDERER must make necessary arrangements for removing the rejected material from our premises, immediately on receipt of intimation at their risk and cost, and arrange to replace the same with fresh supply conforming to our specification.

## 6 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.

## 7. UNLOADING

Tenderer will coordinate with MFL representative to unload the Materials at MFL Stores / Site as per MFL instructions. If necessary, Vehicle loads of material may be weighed at MFL Weigh Bridge. The weight recorded in MFL Weigh Bridge or the weight declared by the vendor in their DC / Invoice, **whichever is less** is final and binding.

## 8. MFL SAFETY RULES & REGULATIONS

Tenderer shall adhere to MFL Safety Rules and Regulations during supply of material. Smoking inside the factory premises is strictly prohibited.

## 9. 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.**
- ☞ Bills have to be drawn on JGM-CA, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by proof of delivery.
- ☞ Bills 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 11**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

#### 10. **SUBLETTING & TRANSFER**

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

#### 11. **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. Nothing herein shall limit the Purchaser's right in the event of the failure to perform by the Seller.

#### 12. **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.

#### 13. **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.

#### 14. **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.

#### 15. **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 on 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.

#### 16. **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.

### 17. **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.

### 18. **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.

### 19. **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 tenderer/ supplier is / are pending disposal, the offer of such tenderer / supplier will not be considered for evaluation.

20. Bidders will be educated by our Service Provider before conducting Reverse Auction.



**SPECIAL 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 (MSMEs) 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 if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non MSMEs and where it is feasible to place Order on more than one vendor by splitting the quantity.
15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.



**ANNEXURE - 7**  
**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, annexure, 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 clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Declares that M/s NIC 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 the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

**ANNEUXRE 8****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	Telegraphic Address and Phone Number, Fax Number, Email ID etc.	
4	GST Registration No.	

**ANNEXURE 9****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 and 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 10**

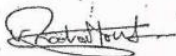
**MADRAS FERTILIZERS LIMITED**  
**MANALI, CHENNAI - 600 068**

**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	SI5IN0007347
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.



07347-COMMERCIAL BRANCH CHENNAI  
SOMBAH HOUSING BUILDING  
152 NSC ROAD CHENNAI 600001  
IFSC Code: SBIN0007347

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

PAY

को या उनके आदेश पर OR ORDER

रुपये RUPEES

अदा करे ₹

च. 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

॥ ५८३११९ ॥ ६००००२०१५॥ ०००२०५॥ ३०

**ANNEXURE 11****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 No.	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.



**ANNEXURE 12****GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. MFL will engage the services of a service provider M/s National Informatics Centre (NIC). MFL 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 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 scanned copy via email the duly signed filled-in prescribed format as provided on case-to-case basis to MFL within 24 hours of action without fail.
9. 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.

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

MFL shall finalize the procurement of the item against this Tender through reverse auction mode. MFL has made arrangement with M/s NIC, Chennai who shall be MFL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by MFL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves.

Bidding in the last minutes and seconds should be avoided in the bidders own interest.

2. MFL, 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.
4. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian Rupees (INR) of the item. The price bid placed during the “Reverse Auction” shall be the total price for each item.
5. BID PRICE: The Bidder has to quote on TCO to MFL for the items specified. Wherever required or If required-Calculation sheet to arrive at the Total cost to MFL will be provided by MFL.
6. The technical & commercial terms are as per the above Tender No., Vendors technical and commercial bid and subsequent correspondences between MFL and the vendors regarding commercial terms & conditions.
7. VALIDITY OF BIDS: The Bid price shall be firm for a period of 45 days from the date of reverse Auction and shall not be subjected to any change whatsoever. Successful vendor has to confirm the revised validity period along with POST BID document submission (Annexure III & IV)
8. At the end of the reverse auction if required by MFL, bidder has to provide a detail break up for his lowest offer separately as required item-wise.
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. (On need basis if MFL wishes to conduct)
  - ii. Bidders are advised to apply the same percentage of rates for reduction in the items in which they have quoted after Reverse Auction while submitting break-up details (Annexure III).
  - 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. (if sealed bid is conducted)
  - v. 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. User ID & Password is the same as what the bidders has used in the CPPP portal during LOGIN. Bidders are requested to use their Digital Key during login.
  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.

**ONLINE BIDDING - REVERSE AUCTION METHODOLOGY.**

1. LOG IN NAME & PASSWORD: Same as the registered one during bid submission. Bidders are requested to visit the e-procurement portal (CPPP). Use their registered Digital key (DSC) during Login. Using DSC is mandate.
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 the 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 shall take action as appropriate.
3. AUCTION TYPE:
  - 1) Online Sealed bid. (On need basis if MFL needs it)
  - 2) English Reverse Auction No Ties.
4. 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 THE BIDDERS)
5. 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.

6. 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. Bid Placed by you.
  3. Opening Price.
  4. Min Decrement.
  
7. AUCTION WINNER: At the end of the Reverse Auction, MFL will evaluate all the bids submitted and will decide upon the winner.
  
8. 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 can decide to extend, reschedule or cancel any Auction. Any changes made by MFL after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - NIC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - NIC is not responsible for any damages, including damages that result from, but are not limited to negligence. NIC 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.
  
9. All the Bidders are required to submit the Agreement Form (Annexure- II) duly signed to MFL before due date. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
  
10. After the completion of the Auction event, if necessary/required all the Bidders have to submit the Price Breakup immediately to MFL for further proceedings.

**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/2017-18/ <<srl>>

Date:

Madras Fertilizers Limited  
(A Govt. of India undertaking)  
Manali, Chennai – 600068

Dear Sir,

Reverse Auction for <<Description of Item/ service>>  
**E – TENDER No: <<Tender Number>**

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 MFL 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 NIC /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 NIC/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. NIC/MFL will not be held responsible for any breakdown of power, internet/ bandwidth Connectivity, server, either at Bidder's end or at NIC directly or indirectly in the process of online bidding. NIC is not responsible for if any disputes or disagreements occur in between buyers & seller (vice 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 honor our online bid(s), which is legally binding on us.**

**Signature:**

**Company Stamp & Seal**

**Name:**

**Designation:**

**POST BID DOCUMENT**

ARD Ref No: MFL/RA/2017-18/ &lt;&lt;srlno&gt;&gt;

Date:

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

Sub: Final price quoted during online reverse auction conducted on ..... and price  
break up-of

<<Description of Goods/ Services>>

**E - TENDER No:<<Tender Number>**

**(This sheet should be printed on the Letter head of the bidder duly stamped and signed by the authorized signatories for should be sent to the service provider within 24 hrs. from the completion of auction.)**

Dear Sir,

We confirm that we have quoted as final cost of .\_\_\_\_\_ (Price quoted on Total Landed cost Per NIT) as our final landed price during the Reverse Auction conducted today & Please find below the breakup for the same.



**ANNEXURE - 13****DRAWING**

REFER PDF FILE. MFL DRG. NO. 0-05-015 R6

