



Nov 29, 2017

Subject: Invitation of bids for purchase of Prilled Urea - Global Tender Enquiry

Please offer your best quote for supply of **White Prilled Urea** in USD per MT on CFR Chennai Port basis:

1.0 Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

- 1.1 Product : Prilled Urea - White
- 1.2 Quantity required : 25000 MT (± 10%)
- 1.3 Delivery Period : CFR CHENNAI : Within 45 Days from the date of LOI

1.4 Specifications of Prilled Urea : ONLY WHITE COLOUR

- a) Description : White Prilled Urea (Fertilizer Grade) free-flowing and free from visible contamination.
- b) Physical condition : Crystalline, free-flowing **white in colour** and free from visible contamination of clay or grit.
- c) Chemical:

S No.	Characteristics	Requirements
1	Total Nitrogen %age by weight (on dry basis)	46.00 Min
2	Moisture %age by weight	0.5 Max
3	Biuret %age by weight	1.50 Max
4	Crushing strength in kg	0.4-0.7

d) Particle size:

The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.



e) Method of analysis :

Nitrogen	2.4.03 AOAC (1995)
Biuret	2.4.23 AOAC (1995)
Moisture	II D.4 (TFI.1982)
PARTICLE SIZE	IV A TFI, (1982) - OR METHOD 20 (FCO 1985)
SAMPLING	2.1.01, AOAC (1995)
	OR
	IC1, IC2, (TFI - 1982)
	OR
	SCHEDULE II A OF FCO, 1985

1.5 INSPECTION BEFORE/AFTER SHIPMENT - ALLOWANCES

- a) It shall be the primary responsibility of the seller to ensure that the material loaded conforms to the specifications. MFL reserves the right at its option to have the material inspected before shipment with regard to quality and specification. The seller shall tender the material for inspection by the Agency to be nominated by MFL. The seller shall arrange inspection by independent internationally reputed Surveyors at load port. The Certificate of Inspection so obtained by the Seller to the effect that the material is in accordance with the specification laid down in the contract shall accompany the shipping documents.
- b) The weight should be determined by conducting draft survey before loading of cargo and after completion of the loading of the cargo through an independent surveyor at Seller's cost. Bill of Lading and Invoice will show draft survey weight.
- c) Disport draft survey quantity shall be final. In the event of one or more surveyors not signing the Draft Survey Report at Disport for any reason whatsoever, for the determination of the actual quantity discharged at disport, the Draft Survey Report of the receiver's Surveyor shall be final and binding on the parties.
- d) MFL shall draw samples for determining the quality of the cargo at the port of discharge (Chennai) through Central Fertilizer Quality Control & Training Institute, Faridabad.

The quality so determined by CFQC&TI, Faridabad from the discharge port sample shall be final and binding on the seller.

- e) The Seller, if so desires, can nominate his representative to supervise the draft survey and drawal of samples at the discharge port at his own expense.
- f) The payment for short landed quantity exceeding 0.25% of B/L quantity per disport Draft Survey shall be compensated by the seller to MFL. The amount of penalties levied on account of deviation in quality (nutrients, moisture and particle size) on the basis of discharge port analysis as per 1.5(d) above vis-a-vis specifications in the contract would be recovered, without any demur from the Seller.
- g) All efforts will be made to finalise the accounts within 90 days from the date of completion of discharge of cargo.



Tender No. MFL/COM/UREA/2017-18/004 dt.29.11.2017

1.6 NORMS OF PENALTY FOR QUALITY DEVIATIONS

Sl No	Nature of deviation	Degree of deviation	Scale of penalty
1.	Nutrient	Any deficiency up to a max of 1% beyond the tolerance limits prescribed in FCO: Total nitrogen % by weight on dry basis 46%	5 x z% x C&F value where z is difference in % due to deficiency
		Beyond the above deficiency	To be decided by the MFL Committee to be Constituted by CMD,MFL.
2.	Moisture	On Pro- rata basis for any deviation beyond permissible limits of 0.5% max	The value of fertilizer equivalent to excess moisture content in entire shipment by weight plus penalty @ 50 % of handling charges
3.	Particle size		<p>a. Under- size (lower sieve) 30% of value of the material equivalent of deficiency</p> <p>b. Over- size (upper sieve) 15% of value of the material equivalent of over- size material.</p>



Tender No. MFL/COM/UREA/2017-18/004 dt.29.11.2017

2.0 EMD / PG Bond:

EMD:

EMD exempted for Manufactures / Producers and MFL Board approved Pre-qualified vendors, which include canalizing agents (MMTC, STC & IPL).

Fresh vendors (other than MFL Pre-qualified vendors / Manufacturers) shall have to furnish Rs.42,00,000 (Rupees Forty two Lakhs only) as Earnest Money Deposit in the form of DD (in the name of Madras Fertilizers Limited) or BG (as per MFL format: Annexure III). EMD shall be submitted in separate cover, mentioning the tender number reference at the top.

PG Bond:

The successful bidder, *other than the State Trading Enterprises* i.e. *MMTC, STC, IPL / Manufacturer/Producers* shall be required to submit a Performance Guarantee Bond equivalent to not less than 1% of the value of the Contract in the prescribed proforma within two weeks of the acceptance of their offer / issue of LOI as per Annexure IV. The PG Bond to be submitted by the Seller shall be unconditional, operative Bank Guarantee and payable on demand without demur or reference to the Seller.

If, for any reason whatsoever, Supplier has committed breach of the term(s) and/or condition(s) contained in the Letter of Intent and/or failed to comply with the terms and conditions as stipulated in the LOI or amendment(s) thereto, the Performance Guarantee Bond shall be invoked.

2.1 Pricing:

- a. Foreign suppliers shall quote in USD on CFR basis for discharge at Chennai port.
- b. The price should be inclusive of agency commission, if any, indicating the percentage of agency commission. The invoice should exclude agency commission and can be claimed separately thru debit note.
- c. The price should be quoted for 30, 60, 90 days credit from the B/L date separately. If the vendor offers bid less than 90 days, for the differential credit period interest calculation of **3 months LIBOR** (on the date of price bid opening) **plus 300 basis points** will be loaded for arriving L1. Payment will be made by Letter of Credit (L/C) / Comfort Letter against presentation of shipping documents.
- d. Taxes and dues if any payable outside India shall be to suppliers account and in India to buyer's account.



Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

2.2 Payment Terms:

By letter of credit confirmed through a prime bank in India/ Comfort Letter, after availing the 30 or 60 or 90 days credit, from the date of Bill of Lading, on presentation of the following documents in full set:

1. Original 3+3 Non-negotiable copies of clean Bill of lading
2. Certified commercial Invoice in original along with 4 copies
3. Certificate of Origin issued by recognized chamber of commerce in original + 3 copies
4. Certificate of Inspection to be certified by Independent inspection agency at load port showing material supplied under contract as quantity, quality in original with 6 non-negotiable copies
5. Four copies of stowage plan
6. Original Load port survey report
7. Acknowledgement of Master of vessel for receiving the sealed samples.
8. Certificate from the seller to the effect that the following documents have been dispatched by the seller to the buyer through an reputed courier or registered airmail within seven days of sailing of the vessel, along with Original Postal/Courier Receipt of such dispatch

The payment will be made equivalent Indian Rupees based on the Rupees-Dollar Exchange parity as per the Reserve Bank of India reference rate prevailing on due date of payment per tender.

Charges for establishing LC and bank charges in the country of Buyer shall be to the Buyer's account. All bank charges outside India shall be to the account of the Seller. The Letter of Credit extension and amendment charges will be to the account of the party responsible for occasioning the extension/amendment.

If the due date happens to be a Bank Holiday, Payment will be made on the next working day.

It is expressly agreed by Seller that during the tenure of this contract, if the price of the Prilled Urea contracted by any of the supplier to Indian Market, becomes lower than the price agreed upon in the final contract against this tender, such contracted lower price shall be applicable for the shipment in the relevant period.

2.3 INDIAN AGENTS COMMISSION:

Indian Agent's Commission, if any, will be paid on the date on which payment to the seller is due, in Indian Rupees at the exchange rate ruling on the date of payment by MFL and will be deducted from invoice. In case the Indian agents are foreign controlled companies as defined under Section 28 of the Foreign Exchange Regulation Act 1973, certificate/permission from the Reserve Bank of India, Government of India, as the case may be, that they are entitled to do the agency business and receive commission from MFL should be enclosed with the tender. Payment of agent's commission will be subject to deduction of tax as may be applicable.

2.4 Insurance: Insurance for the product shipped shall be arranged by MFL. The supplier shall intimate MFL immediately on vessel nomination informing the name of the ship, quantity, Value of the material, Port of loading and other required details. **MFL shall take total loss cargo insurance only ICC (A)**



6

Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

2.5 Discharge Rate at Chennai Port: 3000 MT PWWSSHEX EIU.

Vessel nominated by the seller will have to be accepted by the buyer before the vessel is fixed firm. The vessel should conform to the Chennai Port Trust specifications for Draft (11 M), Beam (32.3 M) & LOA (246 M). The above discharge rates applicable per weather working day (PWW) basis 4 or more available/workable holds/hatches, pro-rata if less.

3.0 NOR and commencement of Lay time:

NOR:

The Master shall give notice of readiness to MFL or nominated agents during official working hours. If Notice of Readiness is tendered and accepted before 12.00 noon the lay time will commence from 1400 hrs. If NOR is tendered and accepted in the afternoon the lay time will commence next day at 0800 Hrs.

LAY TIME:

- The Cargo shall be discharged at the/average rate of 3000 MTs for single decker vessel with 4 or more hatches, per weather working day of 24 consecutive hrs. Saturdays, Sundays and Holidays exempted even if used, provided the vessel can receive and deliver at these rates. The lay time shall not count on Saturday, Sunday and 0800 Hrs. on Monday and not between 1700 Hrs. (if not Saturday) on the last working day preceding Port Trust holiday and up to 0800 Hrs. on the first working day thereafter even if used unless the vessel is already on demurrage. Receivers have the right to work during excepted periods, such time used not to count as lay-time.

In case vessel is not accepted the reason and consequences thereof shall be mutually discussed and settled. Calculations of demurrage/despatch will be settled between MFL and Seller within a period of 60 days after the date of completion of discharge.

- Rigging gang employed at discharge port to be on vessel Owner's account.
- Seller shall arrange for charting of suitable geared single deck vessel to ensure discharge as indicated above. Vessel to have Test certificate covering vessel's gear in accordance with international Dock safety convention, valid for the duration of the charter. Vessel is guaranteed suitable for grab discharge and no cargo is to be loaded in tween decks, deep tanks, wing tanks, or bunker spaces or other spaces inaccessible to grabs. The Master to have liberty in loading such spaces for the purposes of stability of the vessel but any extra expenses incurred by reason of loading and discharging from such spaces not easily accessible are to be on Owner's/seller account and lay time admissible shall be calculated at half the specified discharge rate for the cargo loaded in inaccessible areas.

The vessel shall throughout the duration of discharging give free use of the vessel cargo handling gear and crane, and sufficient motive power to operate all such cargo handling gear and crane. Time lost by breakdown of the vessel cargo handling gear and crane or motive power- pro rata shall be applied for lay time calculation.



7

Tender No. MFL/COM/UREA/2017-18/004 dt 29.11.2017

- d) Vessel to be left in seaworthy trim to shift between port and berths to Master's satisfaction at owner's/seller expense.
- e) Vessel owners undertake that the vessel's arrival draft at the discharge port not to exceed 33 ft. salt water. In case of lightening over 33 ft. draft arrival, same will be to vessel owner's account and time used not to count as lay time.
- f) The Seller to guarantee that to discharge of cargo, the vessel should be self-geared bulk carrier fitted with minimum four Cranes of 25 MT SWL each with a minimum out reach of nine (9.0) meter and suitable for grab discharge. Use of shore cranes is optional. The vessel should be able to supply sufficient powers to operate all cranes and loaded grabs simultaneously.
- g) Vessel owners are to give the names of the Agents at discharge port to MFL, Chennai by email within 48 hrs. of completion of loading of cargo at Load Port.
- h) The Seller shall pay to MFL despatch money at the rate, as mentioned in the Charter Party per day and pro-rata for part of a day for working time saved in discharging. Demurrage/despatch rate shall not exceed equivalent to US Dollars 8,000/4,000 per day. In case such rates are higher than US Dollars 8,000/4,000 per day, prior approval of MFL should be obtained. Payment of despatch money should be made by Seller to MFL within 60 days of completion of discharge of cargo.
- i) It is agreed that receiver or receiver's agent shall sign the statement of facts and other customary documents together with the Master of Vessel and Ship's agents.
- j) The Seller undertakes to advise MFL by email the name of the vessel, the total quantity loaded, date of vessel departure, speed, estimated draft fore and aft, expected date of arrival at the Indian Port, full name and postal address of the Owners of the vessel and postal address of their agents in India expeditiously.
- k) Sellers are to ensure that liberties, victories and other war built vessels are avoided for the shipment of cargo. They should not charter vessels of more than 15 years age. In case of necessity of chartering vessels older than 15 years the sellers shall take the prior approval of MFL. The over-age insurance premium shall be to the account of the seller. However the supplier shall ensure that the vessel employed is not more than 20 years old.
- l) The vessel should be single decker and should have hydraulic hatch cover.

For any relaxation of the above conditions, prior approval should be obtained from MFL.



Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

4.0 LD Clause

In the event of placement of order / LOI on the successful tenderer, timely execution of the order / LOI and delivery of the material within the delivery period as stipulated in the order is very important.

If the materials are not delivered on or before the delivery date specified in the order / LOI, MFL reserves the right either to receive or reject the material if supplied subsequently, or to recover as Liquidated damages and not by way of penalty for the period after this material was due or until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 0.5% of contract value for every week of delay, or part thereof from the specified date of delivery subject to a maximum of 2% of the contract value and / or to cancel the contract and to forfeit the PG Bond.

5.0 TITLE AND RISK

Title and risk for cargo shall pass from Seller to Buyer once the goods pass the ship's rail in the port of shipment.

6.0 Assignment:

The seller shall not assign or delegate any of their obligations under this contract in full or part to any party without prior written consent of the buyer.
The provisions of this paragraph shall also apply to:

- Subcontracting for the procurement of the commodity purchased here under
- A sale or encumbrance of substantially all of the seller share or assets or a merger of seller's business or insolvency or receivership proceeding in respect of seller's business.

7.0 Qualification Criteria:

The new bidders other than the existing Pre-qualified vendors and Manufacturers are required to produce:

- The details of Urea supply to India and abroad during 2012-17 (They should have supplied Urea to India or abroad, at least once during the last five years)
- The Balance sheet for the past three years(2014-17)
- Duly filled Annexure - I with required documents as proof
- The Credit rating Certificate & Bank certificate (as per Annexure I).
- If the supplier is a Trader, they have to submit the Manufacturer's support letter in Manufacturer's letter head.

And EMD in separate cover as mentioned in clause 2.0 along with Techno-Commercial bid.

The bidder should quote invariably for 30 / 60 / 90 days credit price, CFR Chennai as per price bid.

Failure to submit the required documents as mentioned is liable for rejection by MFL.



9

Tender No. MFL/COM/UREA/2017-18/004 dt 29.11.2017

8.0 Evaluation criteria:

Techno Commercially qualified vendors offer on CFR Chennai with 30/60/90 days credit period from B/L date in USD per MT will be evaluated. For those who are quoting only 30/60 days credit price, for the differential credit period, interest calculation of 3 months LIBOR (on the date of price bid opening) plus 300 basis points will be loaded for arriving L1 for the longest credit period 90 Days.

- *The quoted price of vendor (CFR Chennai), applicable customs duty, GST and applicable other charges are the essential components in arriving net landing cost.*
- For arriving INR, RBI Exchange Rate for USD prevailing on the date of opening of price bid will be basis for exchange rate calculation.

The lowest landing cost to MFL Plant at Chennai with longest credit period (90 days) will be the basis for arriving L1.

9.0 Negotiation:

If required, negotiation with L1 bidder will be conducted thru e-mail / in person as desired by MFL Sale Purchase Committee.

10.0 Shipping Terms:

Vessel shall be chartered as per relevant charter party and shipping terms shall be in accordance with the **INCOTERMS 2010** edition and as amended from time to time

11.0 Amendment of contract:

All previous negotiations and correspondence concerning the clauses of the contract shall be considered as Null and Void. Modifications, waiver or discharge of the contract, or any of its terms shall not bind either party unless in writing and signed by both the parties.

12.0 FORCE MAJEURE:

a) If at any time during the currency of this contract either party is unable to perform the whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God, acts of Government, (including but not restricted to prohibition of exports or imports) fires, floods, explosion, epidemics, strikes, embargoes, closure of discharging berth etc., then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.

b) Any waiver / extension of time in respect of delivery of any installment or part of the goods occasioned due to the reasons at 12.0 (a) above shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

c) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of contract in which case neither party shall have the right to claim the eventual damages from each other.



10

Tender No. MFL/COM/UREA/2017-18/004 dt.29.11.2017

d) The party which is unable to fulfill its engagement under the contract must be within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce in the country of the Seller or Competent Authority in case of MFL shall be sufficient proof of the existence of the above circumstances and their duration.

e) Non availability of material will not be an excuse for the Sellers for not performing their obligation of the contract.

13. 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 Chennai. Cost of Arbitration shall be borne equally by the parties.

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”.

14.0 Submission of offer

14.1 EMD

If the bidder is not MFLs current Pre-qualified Vendor, the bidder has to enclose the Annexure-I as attachment along with Technical, Commercial & Un-priced bid (14.2) without fail along with **EMD in separate cover**.

Submit the offer in two parts duly signed by Authorized Signatory as per 14.2 and 14.3 in separate covers and both covers should be kept in one Main cover, **along with EMD**, if applicable and sent by Courier / Speed Post / in person.

Bid through e mail with password protection:

The Technical, commercial and un-priced bid may also be sent by a **separate e mail** with password protection and price bid with password protection **separately** thru another e mail.

Technical / Commercial bids & Price bids should reach on or before 14.00 Hrs. on 14.12.2017.

Price bids: The date and time of opening the price bids will be communicated to the qualified bidders thru e-mail. On intimation, the vendors have to furnish the password thru e mail.

Price Bids received through e mail without password protection will be summarily rejected.

Bids should reach on or before 1400 Hrs. on 14.12.2017



14.2 FIRST PART: (A) Technical (B) Commercial (C) Un Priced Bid

(A) Technical:

SI no	Item	MFL's requirement	Bidders Acceptance / enclosed
1	Pre-qualified vendor	Yes/No	
2	Country of origin	Open or to specify	
3	Name of load port	Open or to specify	
4	Manufacturer support Letter on their Letterhead	To be enclosed by bidders other than Manufacturers/State Trading Enterprises i.e. MMTTC, STC & IPL.	
5	Product specification	As per NIT.	
6	Annexure I as per NIT	To be enclosed in case of New Bidders (other than PQ vendor)	
7	Latest B/L copy	The bidders other than the Indian State Trading Enterprises / canalizing agents i.e. MMTTC, STC, IPL, Urea Manufacturers / Producers and MFL's PQ Vendors who have not supplied any raw materials to MFL during the last five year (i.e. after 01.08.2012) should submit their latest B/L copy	

MFL reserves the right to check the authenticity of the Manufacturers support letter from the Manufacturer.

----- Authorized Signatory

- If the bidder is not MFLs current Pre-qualified Vendor, the bidder has to enclose the Annexure-I as attachment along with Techno Commercial bid without fail.



मद्रास फ़र्टिलाइज़र्स लिमिटेड
Madras Fertilizers Limited
 (भारत सरकार का उपक्रम / A Government of India Undertaking)
 पोस्ट बैग सं. 2, मणलि, चेन्ने - 600 068, भारत, दूर : 25941001 / 25941201 (10 लाइनें)
 Post Bag No. 2, Manali, Chennai - 600 068, INDIA. Tel : 25941001 / 25941201 (10 lines)
 फ़ैक्स / Fax कार्यालय / Per 25941010 संयंत्र / Plant 25940005 विप. / Mktg. 25941862
 वित्त / Fin. 25943033 ई-मेल / E-mail : mfl@madrasfert.nic.in Website : www.madrasfert.nic.in




12

Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

(B) Commercial:

	Item	MFL's requirements	Bidders Acceptance/ endorsement
1	EMD	Vendors other than MFL Pre-qualified vendors /Manufacturer/ Producers and STEs(MMTC, STC & IPL)- To submit	
2	Credit Rating and Bank Certificate	New Vendors - To Provide	
3	Custom Duty + CVD + Cess etc., in Percentage IGST in Percentage	i) To specify by bidder (For Country of Origin indicated as open, the Customs Duty will be taken as 6.23%). ii) Exemption certificate (if any). As applicable by Customs Notification	
4	Delivery period	As per NIT	
5	Quality and Quantity determination	As per NIT	
6	Quantity offered	25000 MT± 10%	
7	Bid validity acceptance	15 days from opening of Price Bids	
8	P G Bond (As per Annexure -IV of NIT) on Award of LOI	Applicable for bidders Other than State Trading Enterprises (STEs) & Manufacturers / Producers	
9	Lay time Acceptance	As per NIT	
10	Payment terms	RBI reference rate for USD on due date in case of Indian supplier	
11	LD Clause / Force Majeure/ Arbitration	As per NIT	
12	Acceptance for all terms and conditions	As per NIT	

----- Authorized Signatory



Tender No. MFL/COM/UREA/2017-18/004 dt. 29.11.2017

(C) Un-priced Bid (Price Blanked)

Accepted to deliver on CFR terms at Chennai Port against LC/Comfort Letter with 30 /60 / 90 days credit from B/L date.

PRODUCT: UREA	Figure	Words
CFR, Chennai Price USD/MT (against 30 days credit from B/L date)		
CFR, Chennai Price USD/MT (against 60 days credit from B/L date)		
CFR, Chennai Price USD/MT (against 90 days credit from B/L date)		

Note: 1. Words and Figures should not be filled in the un-priced bid.

----- Authorized Signatory

Technical, Commercial and Un-priced bids (Prices blank) along with EMD if applicable are to be kept in one cover (Cover-I).

14.3 SECOND PART - Price bid - separate

Accepted to deliver on CFR terms at Chennai Port against LC/Comfort Letter with 30/ 60 / 90 days credit from B/L date.

PRODUCT: UREA	Figure	Words
CFR, Chennai Price USD/MT (against 30 days credit from B/L date)		
CFR, Chennai Price USD/MT (against 60 days credit from B/L date)		
CFR, Chennai Price USD/MT (against 90 days credit from B/L date)		

If words and figures differ in the Price Bid, the words shall only prevail



14

Tender No. MFL/COM/UREA/2017-18/004 dt.29.11.2017

15.0 Bid validity period: Offers shall be valid for a period of **15 days** from the date of price bid opening and shall not be withdrawn by the party during its validity.

Bids should reach (by e mail with password protection /Speed post/ Courier / in person) on or before 14:00 hrs. IST on 14.12.2017

To
Deputy General Manager-Commercial & MM
Madras Fertilizers Limited
Manali, Chennai 600068
India
Phone: +91 44-25945311 / 307
Mobile: +91 9444616606 / 9840801273
E mail: cmimp@madrasfert.co.in

16.0 Tender Opening Date & Time:

- (i) EMD, Technical, Commercial & Un-priced Bid opening : **15.12.2017** at **14:00 Hrs. IST**
- (ii) Price Bid: Will be opened on completion of Techno commercial evaluation by the committee with prior intimation to the bidders

Bids will be opened at the office of the Dy. General Manager - Commercial & MM. Bids received beyond the stipulated time and date by MFL, are liable to be rejected.

MFL reserves the right to accept or reject any or all the tenders without assigning any reason therefor and MFL's decision shall be final and binding.

The tender may please be viewed and downloaded from our Website: www.madrasfert.nic.in.

Annexure- I

**MADRAS FERTILIZERS LIMITED
MANALI
CHENNAI 600 068 INDIA**

Category - I	Manufacturers /Producers
Category - II	Internationally reputed Traders/Sole selling Agents , who have successfully supplied urea to India or abroad at least once in the past five years
Category – III	Other Traders : Parties who do not fall under the above mentioned categories shall produce their authorization (or) support letter from Producer / Manufacturer and details of urea supply made to India or abroad (Supplied Urea to India or abroad at least once in the past five years)

S No	PARTICULARS						
1.	NAME OF THE SUPPLIER						
	ADDRESS						
	TELEPHONE NO.						
	FAX NO.						
	PAN NO.						
	E-MAIL						
2.	WHETHER THE BIDDER IS:						
	MANUFACTURER / PRODUCER (Cat-1) OR INTERNATIONALLY REPUTED TRADERS (Cat-2) OR						
	OTHER TRADERS (Cat-3)						
	(AUTHORISATION LETTER FROM PRINCIPAL MANUFACTURER IN CASE APPLICATION SUBMITTED – (Cat-2) & (Cat-3)						
3.	DETAILS OF OWNERSHIP / CONSTITUTION						
	WHETHER GOVT. / SEMI GOVT/ PRIVATE LIMITED / PUBLIC LIMITED COMPANY PARTNERSHIP						
4.	DETAILS OF MANUFACTURING FACILITY						
	CAPACITY PER ANNUM						
	EXPORTABLE SURPLUS						
	NAME OF MAJOR BUYERS						
5.	COUNTRY OF ORIGIN OF THE PRODUCT						
6.	DETAILS OF UREA SUPPLIES MADE TO INDIA OR ABROAD ATLEAST FOR ONE YEAR DURING THE PAST FIVE YEARS (2012-17) (with documentary proof such as Purchase Order/ BL Copies)	YEAR	2012-13	2013-14	2014-15	2015-16	2016-17
		SALE CONTRACT No.& date (Attach Doc. evidence)					

		QUANTITY (MT) 1.In India 2.Abroad					
		DETAILS OF IMPORTER/ PURCHASER					
		PORT					
		OTHER TERMS OF SUPPLY					
7.	a. BANK CERTIFICATE REGARDING FINANCIAL CAPABILITY / SOUNDNESS b. ANNUAL ACCOUNTS FOR LAST THREE YEARS (2014-17) (COPIES OF ANNUAL ACCOUNT/ BANK CERTIFICATE TO BE ENCLOSED)	Attached Attached					
8.	LATEST SATISFACTORY CREDIT RATING CERTIFICATE (NOT OLDER THAN A YEAR i.e. FROM 1.10.2016) FROM STANDARD AND POOR or MOODY's or DUN & BRADSTREET or FITCH Ratings Ltd or European Credit Rating Agency or CRISIL / ICRA	Attached					
9.	ACCEPTANCE OF ALL TERMS & CONDITION OF NIT	Accepted					
10	IN CASE SUPPLIERS UNDER CAT-1 HAVE TO FURNISH DETAILS OF MANUFACTURING FACILITIES WITH LOCATION AND CAPACITY	Attached					
11	IN CASE, SUPPLIERS UNDER CAT-2 AND CAT-3 HAVE TO FURNISH DETAILS OF FACILITIES OF THEIR PRODUCER	Attached					
12	IN CASE, SUPPLIERS UNDER CAT-2 AND CAT-3 HAVE TO SUBMIT A COPY OF AGREEMENT/SUPPORT LETTER/AUTHORISATION IN ORIGINAL SPECIFIC TO THIS NIT FROM THEIR MANUFACTURER	Attached					
13	HAS THE COMPANY BEEN BLACK LISTED/BANNED BY ANY GOVERNMENT AGENCY/ UNDERTAKING FROM PARTICIPATING IN ANY TENDER FOR SUPPLY OF RAW MATERIAL	YES <input type="checkbox"/> NO <input type="checkbox"/>					
14	WHETHER BLACK-LISTED / BANNED ON THE DATE OF APPLICATION	YES <input type="checkbox"/> NO <input type="checkbox"/>					
15	AFFIDAVIT STATING THAT NO OTHER FIRM/SISTER CONCERN / ASSOCIATES BELONGING TO THE SAME GROUP IS PARTICIPATING IN THIS TENDER.	YES <input type="checkbox"/> NO <input type="checkbox"/>					

Please use extra sheet if more space is required for completing/furnishing of the details.

In case the vendors have any representative in India, they shall submit a copy of their agreement with the Indian representative giving the details of their relationship with the Indian representative.

Documents should be submitted in original. In case photocopies are submitted, they should be duly certified as true copies with the vendor's Company Seal.

Certified that above information is true and we confirmed that all information given in the Annexure-I are correct and if any point of time the information is found to be incorrect, **our bid is liable for rejection by Madras Fertilizers Limited.**

Signature

Company Seal

Date

Name & Designation

TENDERER UNDERTAKING

.....
THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- 000
- 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 at the sole discretion of MFL
 - Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
 - Accept to submit PG Bond (other than Manufacturers and State trading enterprises) & accept for the Liquidated Damages clause and agrees to invoke as per the respective clause in case of non-fulfilment of commitment.
 - Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
 - Agrees to update any changes made in the tenders & subsequent corrigendum in the MFL web site.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal

**BANK GUARANTEE FOR FURNISHING EMD (Bid Bond)
(To be executed in Non- Judicial stamp paper of Rs.100/-)**

Bank Guarantee No:

Whereas (herein after called the 'tenderer") has submitted their offer datedfor the supply of Prilled Urea (hereinafter called the "tender") against the purchaser's Tender No. MFL/COM/UREA/. KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto Madras Fertilizers Limited, Manali, Chennai, India 600068 (hereinafter called the "Purchaser") for a sum of Rs. (in words)..... 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 2017

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.
Tel. No / Mobile No. / Fax / e-mail id

Note:

The issuing branch of the above Bank should have a Branch at Chennai, India.

