

MADRAS FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Manali, Chennai-600068

GLOBAL TENDER ENQUIRY FOR PROCUREMENT OF MERCHANT GRADE
PHOSPHORIC ACID (52-54% P₂O₅)

MFL Invites bids for purchase of Merchant Grade Phosphoric Acid (52-54% P₂O₅) in BULK (CFR, Chennai) from it's Pre-Qualified Vendors / Manufacturers / Producers / State Trading Enterprises / Reputed Traders.

Please offer your best price terms for supply of 20,000 MT±10% (52-54% P₂O₅) Merchant Grade Phosphoric Acid Solution in Bulk of **Two Parcels** in USD per MT of 100 % P₂O₅ on **CFR Basis (CHENNAI PORT)** with 30 Days Free Credit from the date of B/L, against LC.

TENDER NO. MFL/COM/PA/2017-18/003 Dated 04.12.2017

1.1 PRODUCT AND PARCEL SIZE : PHOSPHORIC ACID (MERCHANT GRADE)
(Total in Solution) 20,000 MT Solution (±10%) in Bulk
52-54% P₂O₅ CFR Chennai in Two Parcels

1.2 SHIPMENT SIZE & DELIVERY PERIOD:

I Parcel - 10,000 MT, CFR Chennai: Within 45 Days from the date of issue of LOI / PO

II Parcel - 10,000 MT, CFR Chennai: From 71st day to 90 Days from the date of issue of LOI / PO

However, Shipments cannot be combined in SINGLE Parcel without prior approval from MFL.

1.3 SPECIFICATIONS OF PHOSPHORIC ACID (BULK):

Elements	Elements in Wt.(%)52-54% of P₂O₅
P ₂ O ₅	52.0% Min
Density@ 30 Deg.C	1.62 – 1.66
Suspended solids	2.0 (Max)
Sulphate as SO ₄	6.0 (Max)
Fluoride as F	1.0 (Max)
Fe ₂ O ₃ + Al ₂ O ₃	4.5 (Max)
Chloride as Cl ppm	500 (Max)
MgO	2.0 (Max)
CaO	0.5 (Max)

Method of Analysis: AOAC 1990

1.4 DETERMINATION OF QUANTITY AND QUALITY**GRADE:** Merchant Grade Phosphoric Acid of 52-54% P₂O₅**a) QUANTITY**

Determination of quality and quantity to be performed by independent reputed Surveyors at load port.

Survey for quantity at load port to be carried out by supplier and at the buyer's storage tank at discharge port by the buyer (MFL).

Prior to unloading of the acid from the ship's tanks into the buyer's storage tanks at Phosphoric Acid Terminal, Chennai Port, Ullage readings of the buyer's storage tanks will be taken by Surveyors appointed by the buyer and seller (by the vessel owner, if so desired). On completion of discharge, Ullage readings will be taken again as above to arrive at the volume of acid received in the buyer's storage tanks. The quantity of acid will be determined by multiplication of the volume of acid by the load port density of acid corrected for local temperature.

Such certified quantities based on Ullage readings and temperature measurement of the terminal tanks and density determination of the sample drawn by the independent Surveyor from the ship tanks shall be accepted as the total quantity of acid received by the BUYER and shall be treated as final. Quantity to be reckoned as per final draft survey at the buyer's disport storage tank is final. Supplier to compensate any reduction in B/L quantity beyond 0.5% per disport buyer's storage tank survey.

b) QUALITY

Seller shall draw samples at regular intervals during loading and such samples shall be mixed together to form a composite sample which will be divided into four equal parts and sealed in four separate bottles. This operation will be performed by the seller in the presence of the independent surveyor appointed for supervising loading.

One such sample shall be analysed by the seller for the P₂O₅ content. The P₂O₅ content analysed thus shall form the basis for the seller's invoice. The second sealed sample shall be sent to the buyer through the master of the vessel. The remaining 2 bottles shall be kept by the seller in safe custody for a period of six weeks starting from the date of unloading into buyer's storage tanks.

At Chennai Port, the Surveyor shall draw one sample each from top, middle and bottom of each of the ship's tanks and the same shall be mixed together to form a composite sample which shall be divided into four equal parts and separately sealed. The distribution of the sealed samples is as below:

Sample 1	:	Vessel's Master
Sample 2	:	To Seller's Agent
Sample 3	:	Analysed by Buyer
Sample 4	:	Retained by Buyer

Quality assessment as per receiver's lab report is final. Any disagreement which may occur on the P₂O₅ content shall be notified in writing by the buyer to seller not later than 30 days after the unloading of acid into buyer's storage tanks. In this case one of the disport samples retained by the Buyer / Seller's Agent shall be analysed in an independent mutually accepted laboratory and P₂O₅ determined thereby shall be binding on both the parties. The method of analysis shall be the same as at the load port.

The cost of the referee sample analysis shall be borne by seller if such analysis shall result in seller compensating the buyer as provided below.

If the control analysis from the referee laboratory establishes that the P₂O₅ content is less or not more than 0.15% from the content determined, by SELLER's analysis, SELLER's invoice shall be deemed final. In case of P₂O₅ content shortage is above 0.15%, the P₂O₅ content determined by the Referee sample is to be taken for calculating the Invoice value will be restricted to Original Invoice value of B/L quantity. The difference in Invoice amount for the entire shortfall quantity is to be compensated by the Seller. Such compensation shall be made through Credit Note by way of RTGS within 15 Days of the claim being preferred by the buyer.

1.5 PRICING:

- a. The bidder shall quote in **USD per MT of 100% P₂O₅ on CFR basis for discharge at Chennai Port.**
- b. **Bid Validity Period:** Validity period of **minimum 15 Days** from the date of opening of the bid.
- c. 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.
- d. The price should be quoted for payment by Letter of Credit (L/C) on 30 Days Free Credit from B/L date.
- e. Taxes and duties if any payable outside India shall be to suppliers account and in India to buyer's account.

1.6 PAYMENT TERMS:

- a). By letter of credit confirmed through a prime bank in India after 30 Days Free Credit from the date of B/L, on presentation of the following documents in full set:
 - a. Original 3+3 Non-negotiable copies of clean Bill of Lading
 - b. Certified Commercial Invoice in original along with 4 copies
 - c. Certificate of Origin in original + 3 copies
 - d. Certificate of Inspection to be certified by Independent inspection agency at load port in original regarding quality and quantity
 - e. Four copies of Tank wise Ullage Report / Stowage plan
 - f. Original Load port survey report
 - g. Acknowledgement of Master of vessel for receiving the sealed samples

One set of negotiable documents shall be handed over to the Master of the vessel with instruction to hand over the same to the Buyer's representative at discharge Port in addition to e-mailing the same to cmimp@madrasfert.co.in

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 per tender, in case of Indian Suppliers.

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.

TAXES & DUTIES:

All dues, duties, taxes and other charges levied on the product or the export thereof from the country of the product's origin shall be for the Seller's account and shall be paid by the Seller. All other taxes and duties on the product whatsoever in India shall be for the Buyer's account and shall be paid by the Buyer.

1.7 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 supplier's invoice amount.

1.8 QUALIFICATION CRITERIA:

* Other than Manufacturers / Producers / STE's (MMTC, STC & IPL) shall have to submit Manufacturer's support letter in Manufacturer's Letterhead and Annexure-II.

The new bidders other than the existing Pre-Qualified vendors are required to submit the following documents

*The details of Phosphoric Acid supply to India and abroad during the past Four years. The bidder should have supplied Phosphoric Acid in their name at least once during the past Four years

* Traders shall have to submit the Manufacturer's support letter in Manufacturer's Letterhead

*Balance sheet for the period 2014-17 (Three Years).

*Satisfactory Credit Rating Certificate (Refer : Annexure-I). The credit rating will be evaluated by MFL in relation to the value of shipment. New bidder's offer without these details will not be considered.

* A copy of their agreement with the Indian representative giving the details of their relationship with Indian representative in case the vendors have any representative in India.

* Annexure-I along with required documents & Annexure-II as per GTE.

EVALUATION CRITERIA:

* Techno Commercially qualified vendors offer on CFR Chennai quoted for the concentration asked for in the tender with 30 days free credit period from B/L date in USD per MT will be evaluated.

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* The lowest landing cost to CFR, Chennai Port will be the basis for arriving L1.

* The quoted price of vendor, applicable Customs Duty + Cess, IGST and applicable other charges are the essential components in arriving net landing cost. RBI Exchange Rate for USD, prevailing on the date of opening of price bid will be basis for exchange rate calculation.

1.9 SHIPMENT:

Vessel nominated by the seller will have to be accepted by the buyer before the vessel is fixed firm. The vessel should confirm to the Chennai Port Trust specifications which are as below:

Draft	:	Not to exceed 33 ft (SWAD)
Beam	:	Not to exceed 105 ft
LOA	:	Not to exceed 625 ft.

The seller shall ensure chartering vessels complying with limitations of Chennai Port with all necessary fittings and pumping equipment's adequate to permit discharge of Phosphoric Acid at a minimum rate of 700 MT per hour. MFL shall provide at its expenses suitable unloading line handling equipment at Chennai Port.

DISCHARGE RATE AT CHENNAI PORT: 700 MT per HOUR**2.1 LAYTIME**

Lay time at disport shall commence 6 Hrs. after receipt of Notice of Readiness of vessel whether in berth or not or on berthing of the vessel whichever is earlier and shall end on disconnection of hoses. If the vessel is unable to pump out the Acid from the vessel to the Buyer's Terminal tank at an average rate of 700 MT Solution per hour, time lost on account of the slow pumping attributable to the vessel shall not be counted as lay time used.

The lay time shall be determined Sundays, Holidays included as 30 Hrs. for 10,000 MT of solution & 1 Hr extra for each additional 500 MT Solution on a Pro-rata basis. Any delay in actual connection of buyer's hoses with the manifold of the vessel on account of delay in obtaining Free Pratique, Customs Clearance and Immigration etc. by the vessel shall be to the buyer's a/c.

2.2 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.

2.3 MARINE INSURANCE & OVERAGE INSURANCE:

The buyer shall arrange at his own cost for marine insurance for the product. If the vessel employed is above 15 Years old, the extra insurance premium paid by the buyer shall be reimbursed by the seller within 60 days from the date of the claim by the Buyer against the insurance company's certificate/bill in original and original letter of claim from the buyer. Such claim to be sent by the Buyer to the Seller, within 60 Days from the date of completion of discharge.

However the vessel age should not be more than 20 Years old.

2.4 EMD: Exempted**2.5 PERFORMANCE BANK GUARANTEE:**

Other than State Trading Enterprises (MMTC, STC & IPL) and Manufacturers / Producers who are participating in this tender are required to submit a Performance Guarantee Bond equivalent to 1% of the Cargo value in the prescribed proforma enclosed in GTE (**Annexure-III**) within 10 (Ten) Days of receipt of Letter of Intent and before arranging LC by the buyer. The PG bond to be submitted shall be unconditional, operative Bank Guarantee and payable on demand without demur or reference. The Bank Guarantee shall be valid for a period of minimum 90 Days (Ninety calendar days) from the date of shipment of the goods.

If the successful tenderer fails to furnish Performance Security/Guarantee within 10 (Ten) Days after receipt of letter of acceptance, the letter of Intent so issued shall be deemed withdrawn.

2.6 DEFAULT :

In the event of failure to sail the vessel from Load Port within the time stipulated as per GTE, it is agreed that MFL shall have the right to exercise any or all of the following options as the case may be:

- 1) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. MFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG bond.
- 2) To purchase from other source without notice to the supplier at the risk and cost of the supplier, the material not delivered or material of similar description for which MFL shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for delivery. MFL shall be entitled to recover such additional cost and damages by all legal means including invocation of PG bond.
- 3) Liquidated Damages (LD):

In the event of placement of order / LOI by MFL on the successful L1 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 with liquidated damages 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.

2.7 TITLE AND RISK:

Title and risk for cargo shall pass from Seller to Buyer as Cargo passes ship's flanges at the time of loading at Load Port.

3.0 Clarification of Tender:

To assist in the examination, evaluation and comparison of tenders, the purchaser may at his sole discretion, ask the tenderers for any clarification of their tenders. The request for such clarification and the response thereto shall be made in writing and no change in the price or substance of the tender be sought, offered or permitted.

4.0 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 with mutual consent, 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 4.0 (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.

d) The party, which is unable to fulfill its engagement under the contract must 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.

5.0 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, India.

Subject as aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time shall apply to the Arbitration Proceedings under this Clause and such Arbitration shall be in English and take place in the City of Chennai, India”.

6.0 OTHERS:

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.

6.1 SUBMISSION OF OFFER:

If the bidder is not MFL's Pre-qualified Vendor, the new bidder as per Clause 1.8 have to enclose the Annexure-I & Annexure-II as attachment along with Technical, Commercial and Un-priced bid (6.2) without fail.

Submit the offer in two parts in separate sealed covers as per 6.2 and 6.3 thru Courier or Speed Post or in person OR in case by e-mails to cmimp@madrasfert.co.in as per 6.2 and 6.3 (with password protection).

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

Sl No	Item	MFL's Requirement	Bidders Acceptance / enclosed
1	Pre-Qualified Vendor of MFL	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 / Producers / State Trading Enterprises i.e. MMTC, STC & IPL.	
5	Product Specification	As per GTE.	
6	Annexure I as per GTE	To be enclosed in case of New Bidders (other than PQ vendor of MFL)	
7	Latest B/L copy	The bidders (other than the Indian State Trading Enterprises i.e. MMTC, STC, IPL, MFL's PQ Vendors and Phosphoric Acid Manufacturers / Producers) who have not supplied any raw materials to MFL during the past one year should submit their latest B/L copy i.e., from the year 2013 onwards for the supply of Phosphoric Acid.	

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

----- **Authorized Signatory**

(B) Commercial

Sl	Item	MFL's Requirements	Bidders Acceptance / endorsement
1	Custom Duty %	i) To specify by bidder (For Country of Origin indicated as Open, the Notified Customs Duty + Applicable Cess etc., along with IGST will be taken for calculation) ii) Exemption Certificate (if any).	
2	Delivery Period	As per GTE	
3	Quality and Quantity determination	As per GTE	
4	Quantity offered	20,000 MT $\pm 10\%$ 52-54% P2O5 Solution.	
5	Bid Validity acceptance	15 Days from opening of Bids	
6	P G Bond (As per Annexure-III of GTE) on Award of LOI	Applicable for bidders Other than STEs (STC, MMTC & IPL) / Manufacturers / Producers	
7	Lay time Acceptance	As per GTE	
8	Payment terms for Indian suppliers	RBI reference rate for USD on due date	
9	LD Clause / Force Majeure / Arbitration	As per GTE	
10	Acceptance for all terms and conditions	As per GTE	

----- **Authorized Signatory**

(C) Un-Priced Bid (Price Blanked)

Accepted to deliver on CFR terms at Chennai Port 100% P205/MT in USD against LC with 30 Days Credit from B/L date).

PRODUCT: Phos acid	Figure	Words
CFR, Chennai Price USD/MT (for 100% P ₂ O ₅ /MT, 30 days credit from B/L date against LC)	[Redacted]	[Redacted]

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

----- **Authorized Signatory**

Technical, Commercial and Un-priced bids (Prices blank) as First part - 6.2 are to be sent by e-mail or Courier or Speed Post or in person.

6.3 SECOND PART (Price Bid)-Part-II :

Accepted to deliver on CFR terms at Chennai Port 100% P₂O₅/MT in USD against LC with 30 Days Credit from B/L date).

Product : Phosphoric Acid	Figure	Words
CFR, Chennai Price USD/MT (for 100% P ₂ O ₅ /MT, 30 Days Credit from B/L date against LC)		

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

The Second Part-6.3 to be sent in a separate sealed cover thru Courier or Speed Post or in person OR in case by e-mail with password protection. Price Bid received through e-mail without password protection will be summarily rejected.

6.4 VALIDITY:

15 Days from the date of opening of bid and extension if required.

7.0 METHOD OF EVALUATION OF PRICE BID:

The qualified Techno Commercial, Un-priced bids alone shall be considered for price bid opening. The Net landing cost (CFR, Chennai Port) in USD/MT with 30 Days Credit after reckoning applicable Customs Duty + Cess, IGST, other expenses etc., will be the basis for arriving L1.

8.0 BID SUBMISSION AND OPENING:

Submit the offer in two parts in separate sealed covers as per 6.2 and 6.3 thru Courier or Speed Post or in person OR in case by e-mails to cmimp@madrasfert.co.in as per 6.2 and 6.3 (with password protection) so as to reach on or before **14.00 Hrs. IST on 17.01.2018** to the address mentioned below:

**DGM-Commercial & MM
Madras Fertilizers Limited
Manali, Chennai 600068, India**

The Technical, Commercial, Un-Priced (Price Blanked) Bids along with Annexure-I & Annexure-II as applicable shall be opened at **16.30 Hrs. IST on 17.01.2018**, at the office of the DGM-Commercial & MM. After scrutiny of the bids, Price Bids of the techno-commercially qualified bidders will only be opened with prior intimation to the successful bidders thru e-mail.

Bids received beyond the time and date stipulated by MFL, are liable to be rejected.

For any clarification please contact

Phone: +91 44-25945311 / 307

Mobile: +91 9444616606 / 9840801273

e-mail : cmimp@madrasfert.co.in

9.0 THE TENDER MAY PLEASE BE VIEWED AT OUR WEBSITE:

www.madrasfert.nic.in

**MADRAS FERTILIZERS LIMITED
MANALI
CHENNAI 600068 INDIA**

Category - I	Manufacturers
Category - II	Reputed International Traders - (Shall provide authorization (or) support letter from the manufacturers in Manufacturer's Letterhead. They should have supplied Phosphoric Acid in their name at least for one year in the last four years).
Category - III	Other Traders – Bidders who do not fall under the above mentioned categories shall produce their authorization (or) support letter from Manufacturers in Manufacturer's Letter head. They should have supplied Phosphoric Acid In their name at least for one year in the last four years.

S No.	PARTICULARS					
1.	NAME OF THE VENDOR					
	ADDRESS OF THE VENDOR					
	TELEPHONE NO / MOBILE NO.					
	FAX NO.					
	PAN NO.					
	E-MAIL					
2.	WHETHER VENDOR IS:					
	MANUFACTURER (Cat-1) OR SOLE SELLING AGENTS (Cat-2) OR					
	AN AUTHORISED REPRESENTATIVE OF FOREIGN MANUFACTURER (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 SUPPLIES OF RAW MATERIAL/INPUTS MADE DURING LAST FOUR YEARS (2013-17) IN INDIA AND ABROAD (with documentary proof such as Purchase Order / BL Copies/Sale agreement)	YEAR	2013-14	2014-15	2015-16	2016-17
		SALE CONTRACT/ BL No.& date (Attach Doc. evidence)				
	QUANTITY (MT) 1.In India 2.Abroad					

		DETAILS OF IMPORTER/ PURCHASER				
		LOADPORT				
		OTHER TERMS OF SUPPLY				
7.	a. BANK CERTIFICATE REGARDING FINANCIAL CAPABILITY / SOUNDNESS (copy to be enclosed) b. ANNUAL ACCOUNTS FOR LAST THREE YEARS (2014 - 2017) (copy to be enclosed)	Attached Attached				
8.	LATEST SATISFACTORY CREDIT RATING CERTIFICATE (NOT OLDER THAN A YEAR i.e. FROM 01.09.2016) 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 as per GTE	Accepted				
10.	IN CASE OF SUPPLIERS UNDER CAT-1 - TO FURNISH DETAILS OF MANUFACTURING FACILITIES WITH LOCATION AND CAPACITY	Attached				
11.	IN CASE OF, SUPPLIERS UNDER CAT-2 AND CAT-3 - TO FURNISH DETAILS OF FACILITIES OF THEIR PRODUCER	Attached				
12.	IN CASE OF SUPPLIERS UNDER CAT-2 AND CAT-3 - TO SUBMIT A COPY OF AGREEMENT / SUPPORT LETTER / AUTHORISATION IN ORIGINAL SPECIFIC TO THIS GTE 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 (An affidavit to be enclosed)	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.	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.
- 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/Producers, STEs like MMTC, IPL & STC) & 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

[To be issued by State Bank of India or any Foreign Bank having its Branch at Chennai India]

Date:

**M/s Madras Fertilizers Ltd
Manali, Chennai 600068
India**

Dear Sirs,

PERFORMANCE GUARANTEE NO.

FOR USD

Against the Letter of Intent dated ----- of Tender No..... dt..... [hereinafter called the Contract] entered into between MADRAS FERTILIZERS LTD [hereinafter called the Buyer] and [Hereinafter called the Seller], this is to certify that at the request of the Seller, we Bank [Address], are holding in trust in favour of the Buyer the amount of USD to pay to the buyer on demand immediately without protest or demur or reference to the seller if the seller fails to perform all or any of their obligations under the said Letter of Intent dated ----- of Tender No..... dt..... . The decision of the buyer duly communicated in writing to the bank that the seller has failed to perform all or any of their obligations under the Letter of Intent dated ----- of Tender No..... dt..... shall not be questioned and shall be final and conclusive [irrespective of the stand that may be taken by or on behalf of the seller]. The said amount of USD will accordingly forthwith be paid without any conditions or proof whatsoever.

It is fully understood that this guarantee is effective for a period of three months after the date of shipment or three months after the issue of Letter of Intent dated ----- of Tender No..... dt..... whichever is later and that we bank, do undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

We, Bank, further agree that the buyer without our consent shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Letter of Intent dated ----- of Tender No..... dt..... or to extend time of performance by the seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said supplier and / or forbear to enforce any of the terms and conditions relating to the said Letter of Intent dated ----- of Tender No..... dt..... and we, Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said seller or for any forbearance and / or commission on the part of the buyers or any indulgence by the buyers to the said seller or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under the performance guarantee.

We,Bank, further agree that the guarantee herein contained shall not be affected by change in the constitution of the supplier / importer / consignee.

Yours faithfully,

For and on behalf of

..... Bank

[] Name

Designation with Seal