



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

**NOTICE INVITING TENDER
FOR
FILTER MEDIA UNLOADING AND LOADING OF GRAVITY SAND FILTERS
(GSF) A,B,E & F.**

**ESER/PRDN/GRAVITY SAND FILTERS/270526/002 DATED.28.04.2026
SUMMARY**

For and on behalf of Madras Fertilizers Limited (MFL), Dy. General Manager (Production), Madras Fertilizers Limited, Manali, Chennai - 600 068, invites quotation for **TTP GRAVITY SAND FILTERS MEDIA UNLOADING AND LOADING.**

The Quotation shall be submitted through **on line (e-procurement mode)**

For any clarification, please communicate to the following:

E-Procurement Cell Email : epro@madrasfert.co.in/epro1@maddrasfert.co.in
Phone : EPRO - 044 25945318
User contact detail : DGM-PRODUCTION
E-mail : dgmprodn@madrasfert.co.in
: pmutility@madrasfert.co.in
TELEPHONE : 044 25945420/ 044 25945438

DESCRIPTION: TTP GRAVITY SAND FILTERS (A,B,E & F) MEDIA UNLOADING AND LOADING.	
Nature of Bidding	Two part Bidding 1. EMD, Techno- commercial bid 2. Price bid
Commencement of viewing and downloading tender document from e-Tender Website	28.04.2026
Due date & Time for submission	27.05.2026 @16:00 PM
Bid opening Date & Time	28.05.2026 @14:00 PM
Bid submission : (To be uploaded on or before the due date and time)	Two separate on-line bids 1.EMD 2.Techno-commercial Bid 3.Price Bid Price Bid to be submitted with price break up details as per Annexure-4 on or before the date & time meant for submission of bids.
Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and Price Bid

Bid Validity	75 days from the date of bid closing.
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated.
EMD Amount (If applicable)	Rs.21,000/- (Rupees Twenty One Thousand only). Original EMD i.e., Insurance Surety Bond/DD/BG or proof for submission thru RTGS (UTR number) should be furnished in a separate sealed cover superscribed as EMD for Tender No. TENDER NO: ESER / PRDN / GRAVITY SAND FILTERS / 270526 /002 DATED. 28.04.2026 and the same should reach office of DGM – Production on or before 29.05.2026. (i) BG validity period upto 24.09.2026 (ii) Claim period of the BG upto 24.09.2027 Bidders with NSIC/MSE valid certificates seeking exemption from payment of EMD should upload such valid certificate along with their bid before the closing date and time of tender. If such valid certificates are not uploaded along with their bid before the closing date and time of tender, their bids will not be considered.
Security Deposit (SD)	5% of the Total Contract Value [excluding GST] in the event of placement of award of contract will be collected within 21 days.
Mode of Payment for EMD and SD	By Demand Draft / RTGS (Annexure - 14) in favour of Madras Fertilizers Ltd, payable at Chennai or by Bank Guarantee (Annexure-10 & 11)
Payment Term	60 days (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) credit payment thru RTGS from the date of completion of job and receipt of bill.
Contract Period	The contract period shall be one year from the date of award of contract. Contract period can be extended for a period of one more year on the same rates, terms and conditions, on mutual consent, if there is no downward trend in price.
Job Completion Period	30 days for unloading from the date of handling over of filter 15 days for loading from the date of handling over the filter.
Bid Evaluation Basis	Techno-commercially qualified L1 bidder will be selected.
Negotiation	If necessary, negotiation shall be conducted with L1. (Refer Annexure-6, Sl.No.9)
LD Clause	Refer Annexure-6, Sl.No.6
Scope of work	Refer Annexure-2
Tender Inviting Authority (TIA)	Dy. General Manager - Production Madras Fertilizers Limited Manali, Chennai-600068

List of Annexures

**TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026**

S.No	Annexure No.	Details of Annexure
1.	Annexure 1	General instruction for applying through E Tender
2.	Annexure 2	Details and Scope of work
3.	Annexure 3	Techno-commercial Bid Format
4.	Annexure 4	Price Bid Format / BOQ
5.	Annexure 5	General Terms and Conditions
6.	Annexure 6	Special Terms and Conditions
7.	Annexure 7	Tender Undertaking
8.	Annexure 8	EMD Terms & Conditions
9.	Annexure 9	SD Terms and Conditions
10.	Annexure 10	BG Format for EMD
11.	Annexure 11	Format for SD BG
12.	Annexure 12	RTGS Format
13.	Annexure 13	Information about Tenderer
14.	Annexure 14	MFL Bank details for submission of EMD/SD through RTGS
15.	Annexure 15	Preference to make in India & Rule 144 (XI) of the general financial rules (GFRs),2017 clauses
16.	Annexure 16	Benefits to Micro and Small Enterprises (MSEs)
17.	Annexure 17	Declaration
18.	Annexure 18	Deviation Sheet

INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

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. 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.
2. Bidder then need to login to the site through their user ID / password chosen during registration.
3. The e-token that is registered should be used by the bidder only and should ensure safety of the same.
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.
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.
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.
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.
8. Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and up to 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
9. 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.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

11. After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit document should be submitted physically to the Department and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The tendering system will give a successful bid updation message after downloading 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.
15. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
16. Bidder should log into the site well in advance for bid submission so that he/she 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.
17. Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
18. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
19. The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
20. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
21. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

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

DETAILS & SCOPE OF WORK

**TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026**

General

MFL has 8 nos. of gravity sand filters (size of each filter : 6.0 x 4.5 meter) each in TTP at kodugaiyur, manali premises Each filter has Four layers of pebbles (100+100+100+150 mm) and One layer of sand media (650 mm). Total media height is 1100 mm.

SCOPE OF WORK

For each filter, the job will be carried into two steps as job-I and Job-II with a time gap to do maintenance activity and repair work of the filter.

Job – I: Media unloading

- Removal of pebbles and sand media either by manually or using suitable machineries, without damaging the concrete structure.
- All the removed media to be transferred to a designated place
- Cleaning of filters shall be done after removal of all pebbles and sand media.

Job – II: Media loading

- After completion of all maintenance works pebbles and sand media loading (includes media shifting, proper leveling and layer formation as per the above thickness) to be done.
- All the required tools for removal and transportation of media and cleaning of filters shall be arranged by the contractor.
- Any damages occurred during removal of media or cleaning of the filters and concrete launders wall shall be rectified by the contractor.
- MFL's permit system and safety procedures must be followed.
- PPEs to be provided to the workers by the contractor
- Power needed for unloading media by using machineries will be provided by MFL at free of cost.
- The required media (Pebbles and sand) will be provided by MFL.

ANNEXURE-3

TECHNO-COMMERCIAL BID FORMAT
TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026

1	Name of the Tenderer	
2	Address	<u>E-mail</u> <u>Mobile:</u> <u>Land Line:</u>
3	Detailed Scope of work (Annexure - 2)	Accepted
4	Payment Term 60 days (45 Days Credit to MSE vendors as per MSMED Act, against submission of relevant valid document) credit payment thru RTGS after completion of job and from the date of receipt of bill.	Accepted
5	Payment Mode: RTGS/NEFT	Accepted
6	Job Completion Period 30 days for unloading from the date of handing over of filter 15 days for loading from the date of handing over the filter.	Accepted
7	Offer Validity 75 days from the date of bid closing	Accepted
8	Contract period The contract period shall be one year from the date of award of contract. Contract period can be extended for a period of one more year on the same rates, terms and conditions, on mutual consent, if there is no downward trend in price.	Accepted
9	Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Accepted
10	GST Registrations Number from which (state) the supplies is being made.	
11	All other terms & conditions (Refer Annexure - 5 &6)	Accepted

Note: Bidder to fill in Sl. Nos. 1, 2 & 10 and upload the format signed by authorized person with name, designation office seal.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

Price Bid Format / BOQ

**TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026**

Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.

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

Si. No	Description	Lumpsum amount for One filter Rs. (A)	Total amount for four filters Rs. (B = 4xA)	GST in % if applicable (C)	GST in Rs. (D = BxC)	Total amount for Four filters Rs. (E = B+D)
1.	Job-I: Lump sum amount for pebbles and sand media unloading & cleaning of gravity sand filter					
2.	Job-II: Lump sum amount for pebbles and sand media loading & leveling.					
Total amount						
3.	8 Digit HSN(Harmonized System of Nomenclature) / SAC (Service Accounting Code) of the product or service					
4.	Applicability of GST FCM (Forward Cover Mechanism) or RCM (Reverse Charge Mechanism)					

Note:

The above quoted rate is excluding GST, transportation charges and all other charges connected with the above job. The quoted rate is firm till completion of the contract. Any conditional bid is liable for rejection. Price-bid validity is 75 days from the bid closing date. Overall **L1** will be the basis for successful bidder selection

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Seal of the organization :

GENERAL TERMS & CONDITIONS
TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026

1. Conditional offers will not be considered.
2. Rate quoted should be valid for a period of 75 days from the date of closing 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 as mentioned in the award of contract of 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 % of GST
9. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
10. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
11. Tenderers are advised to acquaint themselves with the jobs involved. The tenderer in the event of awarding the contract, is required to carry out the jobs as per MFL Scope of Work. It is the responsibility of the vendor to transport the required materials at their own risk and MFL will not be responsible for any damages or whatsoever.
12. 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.
13. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.

SPECIAL TERMS & CONDITIONS

**TENDER NO: ESER/PRDN/GRAVITY SAND FILTERS/270526/002
DATED.28.04.2026**

1. CONSTITUTION OF THE TENDER

After submission of offer by any tenderer and if any contract is awarded to such tenderer based on such offer, from the date of offer and until compliance with all the contractual obligations the tenderer/contractor shall inform by Registered Post to DGM –Production department, Madras Fertilizers Ltd. Manali Chennai 600 068 within 24 hours any change in the composition of the tenderer/contractor and /or any re-constitution of the tenderer /contractor and/or any happenings like death / resignation of any partner / Director / member etc. in the tenderer/contractor organization. On receipt of such information MFL reserves the right either to consider the offer or reject the same and/or continue or terminate the contract, if any awarded to the tenderer.

The tenderer/contractor shall produce the self- attested copy of Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.

In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution 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. PERIOD OF CONTRACT

The contract period shall be one year from the date of award of contract.

Contract period can be extended for a period of one more year on the same rates, terms and conditions, on mutual consent, if there is no downward trend in price. (any 4 GSF filters to be decided by MFL as per the requirement of media replacement)

3. JOB COMPLETION PERIOD

30 days for media unloading from the date of handing over of filter.
15 days for media loading from the date of handing over the filter.

4. PLACE OF WORK

MFL TTP, Kodungaiyur, Chennai 600 118

5. SPLIT UP OF JOB:

100% of jobs will be given to techno-commercially qualified L1 tenderer.

6. LIQUIDATED DAMAGES (LD Clause)

The media unloading and cleaning of the filter shall be completed within 30 day from the handing over the filter

Media loading of the filter shall be completed within 15 days from the handing over the filter

In case of delay in completion of the job beyond the stipulated time, Liquidated Damages (LD) will be levied at the rate of 0.5% per week of the delay or part thereof, subject to a maximum of 5% of the Total Contract Value.

7. BASIS OF ARRIVING AT L1 TENDERER

The bidder who quoted the lowest rates in the Price Bid shall be considered as L1 tenderer.

8. In case of 'Tie" situation, the following procedure shall be adopted

There may be a tie at the lowest bid (L-1) position between two or more start-up/non-start-up bidders. If this is not a case of cartel formation, in such cases the decision will be taken in the following manner:

In all other scenarios, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year. In case there is a tie at the lowest bid (L-1) position between only startup bidders and none of them has past turnover, the order will be placed on the startup that was registered earlier with the Department of Industrial Promotion and Policy.

9. NEGOTIATION

IF required, at the discretion of MFL.

10. PAYMENT TERMS:

Payment will be made on 60 days Credit (45 days Credit to MSE vendors as per MSMED Act, against submission of relevant valid documents) Payment thru' RTGS from the date of receipt of material, subject to acceptance thru' RTGS. Tenderer to quote only for credit payment offering a credit period of 60 days / 45 days (In case of MSE's). Payment becomes due only from the 61st / 46th day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and/or due to process time and/or force majeure situation.

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

100% payment shall be made for each filter upon successful completion of Job I and Job II, with each job considered independently for payment, against submission of the bill.

Bills have to be drawn on DGM – CA & Taxation, Madras Fertilizers Limited, Manali, Chennai 600 068.

Bills should be clearly marked with MFL Award of Contract / 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 12) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

a. Payments of bill will be processed only when the following conditions are met:

- i. Vendor should generate 3B in GST portal.
- ii. The bill to be reflected in 2B and 2A of MFL GST portal.
- iii. The bill number, bill value, GST values to be matched with invoice and 2B/2A of GST portal.
- iv. In case of RCM bills, vendor should fill the RCM column of GSTR 1 as "Yes".
- v. The invoice should be raised as per the provisions of GST Act.

11. Successful Bidder shall furnish the following:

- * GST Registrations Number from which State the bidder belongs
- * Copy of screen shot of GST filling sequence report taken from GST Portal
- * Applicability of TDS – Section, Percentage of TDS to be deducted
- * Copy of PAN validity certificate generated from IT Portal
- * Please Specify, whether FCM (Forward Cover Mechanism) or RCM (Reverse Charge Mechanism), with respect to applicability of GST.

12. LIABILITY OF PERSONNEL:

The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to quote the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.

The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the

non-observance by the Contractor of any of the

Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.

The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.

In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.

The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.

The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

13. CANCELLATION OF ORDER

Failure to comply with terms & conditions or to perform as promised shall entitle the MFL to cancel all or any part of this order. Nothing herein shall limit the company's right in the event of the failure to perform by the contractor.

14. COMPLIANCE WITH STATUTORY PROVISIONS

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

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

15. 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 "L1" basis.

16. INVOICE SUBMISSION

The contractor shall submit his bills separately after completion of each filter media unloading and loading.

17. 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.

18. SUMMARY TERMINATION:

Notwithstanding anything contained in the Clause 2 Supra, MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of his becoming insolvent or going into liquidation.

MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL.

The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.

MFL reserves the right to terminate the contract without any notice in writing or without an obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

Besides levy of the above penalties per Clause 6.0, MFL reserves the right to summarily terminate the contract for repeated non- performance or inadequate performance of any of the terms of contract.

19. WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

20. MFL SAFETY RULES AND REGULATIONS:

The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.

The necessary safety equipment like helmets, safety belt, goggles, shoes, gloves, etc., should be provided by the contractor to his workmen, in compliance with full safety regulations.

The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.

The contractor shall ensure that personal protective equipments (per 7.2) needed for the job, used by each of their personnel (supervisor, skilled and unskilled workmen) all the time.

The contractor shall ensure that all supports made for the work shall be properly engineered and fabricated, and shall avoid use of temporary supports like drums and wooden crates.

Contractor should provide / install proper and appropriate SAFETY Boards and Signs in their job-sites, yards, workshops, site offices, temporary facilities, roads etc., as per MFL guidelines for SAFETY Boards and Signs.

The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.

SMOKING INSIDE THE FACTORY PREMISES IS VERY DANGEROUS AND IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL ENSURE THAT HIS MEN DO NOT SMOKE INSIDE THE FACTORY PREMISES.

The contractor shall obtain Entry tokens / passes from MFL Security Force and Distribute to his employees. He shall ensure that the Tokens / Passes are displayed by his workmen while on duty without fail. The contractor shall

be liable to pay Rs 50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.

If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount due to MFL by the contractor. The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc in the event of any of the contract man sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur.

However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centres. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be debited from the contractor's bill.

Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the contractor a place for construction of Temporary office Accommodation / Storage facilities or Godown etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

21. LAWS GOVERNING THE CONTRACT:

The contract will be governed by the Law of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (Chennai).

22. SUBLETTING AND TRANSFER:

- a. The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- b. The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in the State. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- c. If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

23. FORCE MAJEURE:

The terms and conditions of the orders shall be subject to force majeure. Neither contractor 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.

Contractor shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser (MFL) in writing the Seller (Contractor) 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.

24. ARBITRATION CLAUSE

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

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.

25. DECLARATION IN HOLIDAY LIST/ BLACKLISTED / ARBITRATION PROCEEDINGS

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

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

26. VARIATION

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

27. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

28. ANY OTHER COMMENT / INFORMATION / REMARKS:

No deviation to the terms and conditions of NIT is allowed. The offer with any condition / deviation may be rejected at sole option of MFL. However vendor may offer comments or deviations if any, as proposed in the deviation sheet.

TENDERER UNDERTAKING

THE TENDERER HEREIN

1. 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.
2. Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer
3. Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL
4. Undertakes to honour the bid(s), which is legally binding on, if the contract/purchase order is awarded to the tenderer.
5. Accepts EMD, SD & Liquidated Damages clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
6. Declares that M/s NIC provided the training to participate in e-Tender.
7. Declares that we have not been banned/ black listed/ de-listed/ holiday listed by any Company/ PSU/ Government Department (both State and Central)/ Banks and Financial Institutions.
8. 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.
9. Agrees to update any changes made the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.
10. Agrees not to claim any amount from MFL in lieu of revision of Minimum Wages, ESI, PF Bonus and Holiday wages as notified by GOI during the entire tenure of the Contract, as the rate quoted by me in the tender is inclusive of any changes of these statutory obligations excluding GST during the tenure of the Contract.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

EARNEST MONEY DEPOSIT (EMD) TERMS & CONDITIONS

1. The tenderer shall submit the Earnest Money Deposit of Rs.21,000/- (Rupees Twenty One Thousand only). by way of Insurance Surety Bond (or) demand draft drawn in favour of "Madras Fertilizers Limited" payable at Chennai or Bank Guarantee (BG) in the MFL's approved format (Annexure 10) valid for 120 days from the date of bid closing including 45 days claim period or thru RTGS as per Annexure - 14.
2. Independent confirmation for having issued the BG by the concerned banker should be sent directly to DGM – Production, MFL, Manali, Chennai - 600 068.
3. Holders of valid certificates obtained from NSIC / MSE can claim exemption from EMD payment against proof of valid documents.
4. The Tenderer is not entitled for any interest on the EMD and not for any right of award of contract.
5. EMD shall be returned / refunded to the unsuccessful tenderers only after finalization of the contract. If paid by way of DD, it will be refunded through RTGS/NEFT transfers and in case of BG, it will be returned to the unsuccessful tenderers after finalization of the contract.
6. After submission of 5% of the contract value as security deposit by way of DD/BG by the successful tenderer, EMD submitted by way of BG will be returned to them.
7. Offers without EMD or valid NSIC / MSE Certificate obtained thru NSIC for exemption from EMD Payment, will be rejected.
8. EMD amount shall be forfeited without prejudice to any claim, if the tenderer, after submitting his tender, resiles from his offer or modifies the terms and conditions thereof, or fails to enter into agreement and take up the work within ten days from the date of award of the contract.
9. Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

- ❖ Successful tenderer shall have to make Security Deposit (SD) to the tune of 5% of contract value [excluding GST] within 21 days from the date of LOI/Award of Work, either by Demand Draft or RTGS (Annexure 14) or BG in the approved format (Annexure 11) with a validity of 60 days beyond the date of completion of the Purchase Order / delivery period. Claim period of minimum (1) one year from the date of expiry of validity period of BG is to be mentioned invariably. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to DGM –Production, Madras Fertilizers Limited, Manali, Chennai 600 068.
- ❖ If the tenderer has previously held any contract and furnished SD, the same shall not be adjusted against this tender and a fresh SD shall be furnished.
- ❖ The SD shall be refunded within a reasonable time after the date of completion of the supply period subject to 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 by DD or RTGS or BG so that the total amount of security deposit shall not at any time be less than the specified amount.
- ❖ SD shall be liable for forfeiture without prejudice to any other claims, in the event of breach of contract/failures by the contractor.
- ❖ SD shall not carry any interest.

FORMAT FOR BANK GUARANTEE FOR FURNISHING EMD

Whereas _____
_____ (hereinafter called the "tenderer") has submitted their offer dated _____
_____ for supply
of _____ (hereinafter
called the "tender") against the purchaser's tender enquiry No.
_____ KNOW ALL MEN by these presents that we
_____ of _____ having
our registered office at _____ are bound unto _____
(hereinafter called the "Purchaser") in the sum of
_____ for which payment will and truly be
made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the said Bank this _____
day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity;
 - (a) If the tenderer fails to furnish the performance security for the due performance of their 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 upto 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.

BG validity period upto
Claim period of the BG upto

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

ANNEXURE - 11

BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT(SD)

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

We _____ (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded not withstanding 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 genuines 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.

MADRAS FERTILIZERS LIMITED
TENDERER'S BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT

VENDOR NAME			
ADDRESS			
TELEPHONE NO.			
EMAIL ID			
CONTACT PERSON'S			
a. NAME			
b. DESIGNATION			
c. MOBILE NO.			
COMPANY'S PAN NO.			
VENDOR'S BANK NAME			
VENDOR'S BANK ACCOUNT NO.			
IFS CODE			
VENDOR'S BANK CODE (MICR) NO.			
BANK ADDRESS WITH PHONE NO.			
GST NO.			
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO
HAVE YOU REGISTERED WITH	GEM YES / NO		
HAVE YOU REGISTERED WITH	MSME YES / NO		
IF SO, SPECIFY THE CATEGORY	General YES / NO	(SC/ST) YES / NO	Women Entrepreneur YES / NO
TYPE OF ENTERPRISES (Please tick the relevant category)	Micro	Small	Medium
Manufacturing	A	B	C
Services	D	E	F

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 Job Order No.	
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RTGS-Real Time Gross Settlement Code NEFT-National
Electronic Funds IFSC- Indian Financial System Code

INFORMATION ABOUT TENDERER

Sl.No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Name of the Kartha in case of Hindu joint family business, or the name of the proprietor in the case of proprietorship or the name of the partners in the case partnership firm or the name of the Managing Director in the case of limited companies should be furnished.	
6	In case of change in composition and change of the partner or proprietor, the same should be intimated to MFL in writing, well in advance with required documents. In such case of changes, MFL reserves the right to terminate or to continue the contract	
7	Nature of normal business of the tenderer	
8	Experience of similar working (Certificate to support statement must be enclosed)	
9	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
10	GST Registration No.	
11	Details of Turnover	

12	Copy of PAN Card and last 3 years IT Return with acknowledgment order to be attached	
13	Last Three years statement of Accounts with Balance Sheet.	
14	MSME DETAILS 1) GENERAL 2) SC/ST 3) WOMEN ENTREPRENEUR	
15	Any court case is filed against you or your concern	
16	Have you / your Firm filed any case against MFL	
17	DD No., Date, Name of the Bank and amount towards EMD	

Note: Copies of documents are required to be attached for Sl. No. 7 to 14.

Incomplete information and non-submission of copies of supporting documents will lead to rejection of tender.

I/we declare that the above information is true to the best of my / our knowledge.

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

ANNEXURE - 15

Preference to Make in India & Rule 144 (XI) of the General Financial Rules (GFRs), 2017 Clauses

S.no	Clause	Subject
1	Preference to Make in India	<p>This Tender is governed by Circular No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019, 20.06.2020 & 16.09.2020 issued by Govt. of India.</p> <p>"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 20.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ POI WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."</p> <p>Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links:</p> <p>https://dipp.gov.in/public-procurements https://dipp.gov.in/sites/default/files/PPP-MII-ORDER-2017_15062018_0.pdf https://dipp.gov.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf</p> <p>Certification (as applicable) giving the percentage of local content, in line with PPP-MII order, to be submitted as per attached Annexure-A.</p> <p>In case of participation by MSMEs and Make in India (Local content) Vendor against the same tender, MSME vendor will be given preference to match L-1 Bidder as per Public Procurement Policy. MSME vendor will be evaluated with 15% purchase preference and Make in India (Local content) vendor will be with 20% purchase preference.</p> <p>In case, a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Linked with Local Content) Policy as well as Purchase Preference Policy for MSME 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once selected cannot be modified subsequently. If the bidder opts for PP-LC, he shall not be entitled to claim the benefits available for MSME bidders under PPP-2012. However, the exemption from furnishing Bidding Document Fee & Bid security/ EMD shall continue to be available to MSE bidders.</p> <p>The onus of submission of appropriately certified documents lies with the bidder and MFL shall not have any liability to verify the contents and will not be responsible for the same. However, in case MFL has any reason to doubt the authenticity of the Local Content, MFL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.</p>

S.no	Clause	Subject
2	Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017	<p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ol style="list-style-type: none"> 1. An entity Incorporated, established or registered in such a country; or 2. A subsidiary of an entity Incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country, or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial <i>owner</i> for the purpose of (iii) above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements; <ol style="list-style-type: none"> 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals; 4. Where no natural person is Identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who holds the position of senior managing official;

		<p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>The above clause is not applicable to the bidders from those countries (even if sharing a land border with India) to which the GoI has extended lines of credit or in which the GoI is engaged in development projects.</p> <p>The Office Memorandum regarding Restriction under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 available in the following links:</p> <p>https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf</p> <p>List of countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website https://www.mea.gov.in/</p> <p>Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 to be submitted on the bidder's letterhead as per Annexure-(B) or Annexure-(C) - as applicable.</p>
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Declaration to be issued on Company letter head

In line with Government Public Procurement Order (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry, we hereby certify that we, (Bidder name) are

- a) 'Class-I local supplier' meeting requirement of local content equal to or more than 50%,
- b) 'Class-II local supplier' meeting requirement of local content more than 20% but less than 50%,

(Strike off whichever is not applicable)

As defined under above referred Order for the following Item SI Nos of MFL Tender No :

_____ Dated

- Tender Item No./ (s)-

Details of location at which local value addition will be made is as follows:

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that MFL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case MFL has any reason to doubt the authenticity of the local content, MFL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by MFL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by MFL.

Seal and Signature of authorized
 signatory

Special Note-

In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Annexure-(B)

**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Tender Name :

Tender No. :

Project / Description :

We M/s (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that we are not from such a country and eligible to be considered for this tender.
(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL)

For and behalf of (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

**(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & regarding restrictions under Rule 144(XI) of the General Financial Rules (GFRs), 2017

Tender Name :

Tender No. :

Project / Description :

We M/s _____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by MFL).

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs)

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under

A) Qualifying Criteria for MSEs, SC/ST vendors, Women owned MSEs:

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Aadhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following.
 - District/ Additional District Magistrate/Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub – divisional Magistrate/Taluka Magistrate/Executive Magistrate /Extra Assistant Commissioner.
 - Chief Presidency magistrate/Additional Chief Presidency magistrate / Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51 % shares in case of Partnership / Private Limited Companies) bidders must submit additionally submit certificate from any of the following:
 - Aadhar Udyog Memorandum
 - National Small Industries Corporation (NSIC)
 - Certificate/ document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a Support document
- v. The registration must be for the items/category of items/services relevant to the tendered items/category of items/ services.

b) Exemption from Earnest Money Deposit (EMD) / Tender cost and Security Deposit (SD) for MSE:

- i. Tender document shall be at free of cost and tender documents can be downloaded from the website of Madras Fertilizers Limited (MFL) (www.madrasfert.co.in) and the Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure/app>).
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii. No exemption shall be allowed for the submission of Security Deposit/Performance Bank Guarantee, if applicable in the particular tender.

(TO BE FURNISHED IN BIDDER'S COMPANY'S LETTER HEAD)

Date:

To

**Madras Fertilizers Ltd
Manali, Chennai 600068**

Sub: Not delisted certificate

We, _____(Company Name), hereby declare that we have not put on Holiday list / Delisted / Black Listed / Debarment or that there is no pending litigation or any action including arbitration proceedings against the tenderer by other companies, especially, by MFL and any other public sector undertakings.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

Company's Seal :

Deviation Sheet

(To be filled by the BIDDER on their letter head and send along with their Techno Commercial (Unpriced) Bid Document)

Tender Enquiry No _____ Dt _____, for supply of Goods /Works / Services _____

Name of Bidder.....

Any deviation/variation offered against the terms & conditions of the tender must be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this sheet.

Sl. No.	Deviation offered to Document/Clause No. of the Tender Document	Deviation Offered
1		
2		
3		
4		
5		
6		
7		

Note: -

- Deviations mentioned elsewhere in the offer shall not be taken cognizance by MFL and any such deviations if indicated elsewhere other than this sheet will not be considered valid.
- All other clauses of the COMMERCIAL/TECHNICAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the Bidder.
- MFL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.

Sign & Seal of Bidder