



**MADRAS FERTILIZERS LIMITED  
(A GOVT. OF INDIA UNDERTAKING)  
MANALI, CHENNAI - 600068**

**NOTICE INVITING TENDER - GLOBAL**  
**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK AS PER INDIAN FERTILISER CONTROL ORDER**  
**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**SUMMARY**

Online Tenders are invited from Manufacturers / Producers / PSUs / State Trading Enterprises / Reputed Traders for Supply of Imported NPK 15-15-15 in Bulk. Please offer your best quote for supply of 70,000 MT±10% of Imported NPK 15-15-15 in USD per MT on CFR, Tuticorin Port basis in **2 shipments @35,000 MT ±10% each**.

Bidders, who are interested to submit bids, may visit MFL website [www.madrasfert.co.in](http://www.madrasfert.co.in) ["Tenders" - "e-tenders"] or Central Public Procurement Portal : <https://eprocure.gov.in/eprocure/app>. Instructions for applying e-Tendering are given in Annexure-1.

**For any clarification, please contact the following:**

E-Procurement Cell

E-Mails : [epro@madrasfert.co.in](mailto:epro@madrasfert.co.in) / [epro1@madrasfert.co.in](mailto:epro1@madrasfert.co.in)

Phone : +91 4425945318 / 25941319

User Contact detail : [cmimp@madrasfert.co.in](mailto:cmimp@madrasfert.co.in)

Phone : +91 4425945242 / 25945307

Contact Person : Deputy General Manager - Dist. & Sales

All documents, technical, commercial and price bids shall be uploaded in the website.

<b>Product</b>	: Imported NPK 15-15-15
<b>Parcel Size</b>	: <b>2 shipments @ 35,000 MT ±10% each</b> in Bulk on CFR Tuticorin basis
<b>Requirement dates:</b>	Shipment 1: 24 <sup>th</sup> November 2023 - 09 <sup>th</sup> December 2023 Shipment 2: 05 - 20th January 2024
<b>Discharge Port</b>	: Tuticorin Port, Tamil Nadu, India (Draft Not to exceed 10.7 Meters).
<b>Pricing</b>	: CFR, Tuticorin Price USD/MT (against 180 Days credit from B/L date)
For Full Specifications and details : Refer Annexure:2	
Nature of Bidding	Two Stage Bidding : 1st Part : Techno-Commercial Bid, 2nd Part: Price Bid.
Commencement of viewing and downloading tender document from e-Tender Website & bid submission	07-Sep-2023

Due date & Time for bid submission (Electronic bid to be submitted in e-Tender website)	10-Oct-2023 @ 16.00 Hrs IST.	
Bid Opening Date & Time	11-Oct-2023 @ 14.00 Hrs IST. (Next Day)	
Bid Submission (To be Uploaded on or before the due date and time)	Three Separate On-line covers (folders) (1) EMD (2) Technical, Commercial Bids (Annexure-4) and (3) Price Bid (Annexure-5)	
Procedure for opening of On-line Bid	Bids will be opened in Seriatim viz., EMD, Technical & Commercial Bid and Price Bid.	
Bid Validity	15 Days from opening of bids	
Price Bid Opening Date	Techno-Commercially qualified tenderers only will be intimated.	
Earnest Money Deposit(EMD) : EMD shall be as below for the offered quantity.		
<b>S.No</b>	<b>Category</b>	<b>EMD</b>
1	Manufacturers / Producers of the product / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs	NIL
2	Any trader / supplier who has a proven track record of satisfactory supplies of at least one shipment of 25,000 MT any fertilisers in bulk to India in at least two years during the past five years	USD 1 PMT
<p>The EMD may be submitted in the form of Demand Draft (in the name of Madras Fertilizers Limited) / BG (as per MFL format: Annexure-11) or thru RTGS (Annexure-13) and should upload the scanned copy of the same on or before the Closing Date and Time of the Tender.</p> <p>Original EMD by way of DD / BG (Annexure-11) should be submitted in a Separate Sealed Cover superscribed as EMD for E-Tender No. <u>EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023</u>, on or before 10-Oct-2023 to DGM - Dist &amp; Sales, Madras Fertilizers Limited, Manali, Chennai - 600068, Tamil Nadu, India.</p>		
EMD BG Validity	60 Days from the date of opening of Tender	
Performance Guarantee (PG) Bond Terms and Conditions	Refer Annexure-8 & 12 of NIT	
Payment Term	Refer Annexure-6, Sl. No.4 of NIT	
Bid Evaluation Basis	Refer Annexure-6, Sl. No.12 of NIT	
Brief Description / Scope of Work	Refer Annexure-2 of NIT	
Liquidated Damages (LD) Clause	Refer Annexure-6, Sl. No.9 (Sl.No.3) of NIT	
Negotiation	Refer Annexure-6, Sl. No.13 of NIT	
Integrity Pact	Refer Annexure-6, Sl. No.19 & Annexure-A of NIT	

Certificate No. 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance - regarding restrictions on procurement from a bidder from a country or countries which shares a land border with India

Refer Annexure-6, Sl. No.20 & Annexure-B of NIT

**DEPUTY GENERAL MANAGER - DIST. & SALES  
MADRAS FERTILIZERS LIMITED  
MANALI, CHENNAI - 600068**

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Certificate No. 1 & 2 in compliance of Order F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.	Annexure B

## ANNEUXRE -1

### INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Centre (NIC)
  - 1.1.1 Bidders should do the registration in the tender site <https://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra /safe script.
  - 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
  - 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
  - 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
  - 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be liable for rejection.
  - 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
  - 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls / .jpeg/.rar formats only.
  - 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / sent by courier / given in person to the Tender Inviting Authority (TIA), on any working day after e-publication of NIT and up to 3 clear working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
  - 1.1.9 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.
  - 1.1.10 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).
  - 1.1.11 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
  - 1.1.12 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
  - 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
  - 1.1.14 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- 1.1.15 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders and should be less than 8 MB. 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 3 covers put together, should be less than or equal to 24 MB and supportive documents submitted against PQ criteria (separate cover) shall not exceed 25 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server site and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.
- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

**ANNEXURE -2**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**SCOPE / DESCRIPTION OF WORK / SPECIFICATION DETAILS**

**SCOPE / DESCRIPTION OF WORK :** Supply of Imported NPK 15-15-15 in USD per MT on CFR Tuticorin Port basis as per below mentioned requirement.

1. **Quantity Required** : 70,000 MT ( $\pm 10\%$ ) in **2 shipments @35,000 MT  $\pm 10\%$**  each.
2. **Requirement dates:** Shipment 1: 24<sup>th</sup> November 2023 - 09<sup>th</sup> December 2023  
Shipment 2: 05 - 20th January 2024

**SPECIFICATIONS (AS PER INDIAN FCO)**

1. Description : NPK 15-15-15 in loose bulk (Nitrophosphate With Potash)
2. Moisture per cent by weight, maximum 1.5
3. Total Nitrogen (Ammoniacal and Nitrate) per cent, minimum 15.0
4. Ammoniacal Nitrogen per cent by weight, minimum 7.5
- 5 Available Phosphorus (as P2O5) per cent by weight, minimum 15.0
6. Water soluble phosphorus (as P2O5) per cent by weight, minimum 4.0
- 7 Water soluble potassium (as K2O) per cent by weight, minimum 15.0
8. Particle size -Minimum 90 per cent of the material shall be retained between 1mm and 4mm IS sieve.

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**ANNEXURE-3**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**PRE-QUALIFICATION CRITERIA**

**Experience** : Should have supplied to India at least one shipment of 25,000 MT of any fertilizers in bulk in at least two years during the past five years.

**Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs are exempted from experience criterion.**

- 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 as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt of India.
- Bidders under Holiday list / Delisted / black-listed or having any litigation with MFL need not apply. In case of prevalence of any litigation or action including arbitration proceedings in any Government / Government agencies / Public Sector Undertakings or Enterprises, tenderer shall furnish full details of such litigation / action including arbitration proceedings.

**DOCUMENTS TO BE UPLOADED:**

**1. For Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs.**

- Self declaration in their Letter Head stating that they are exempted from submission of EMD.
- Duly filled and signed copy of Information about Tenderer in Annexure-9 of NIT.
- Duly filled and signed copy of Tenderer Undertaking in Annexure-10 of NIT.
- Duly filled and signed Integrity Pact in Annexure-A of NIT.
- Duly filled & signed copy of Certificate No.1 & 2 in their Letter Head as per Annexure-B of NIT. Copy of registration certificate as per Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt of India for bidders from a country which shares a land border with India.
- Declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or not having any litigation with MFL. In case of prevalence of any such litigation or action including arbitration proceedings in Government / Government agencies / Public Sector Undertakings or Enterprises, tenderer shall furnish full details of such litigation / action including arbitration proceedings.
- Process flow chart of the production process from the manufacturer / producer whom MFL is expecting the supply



**2. For Bidders other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs.**

- EMD in separate on-line cover (folders) as mentioned in Annexure-7 of the NIT.
- Documentary proof like B/L copy for import and Should have supplied to any buter India for at least one shipment of 25,000 MT of any fertilizers in bulk in at least two years during the past five years, as per Indian FCO.
- Annual Accounts statements for the last three Financial years (2021, 2022 & 2023).
- Duly filled and signed copy of Information about Tenderer in Annexure-9 of NIT with required documents as proof.
- Credit Rating Certificate & Bank Certificate regarding Financial capability / Soundness of the bidder. (Annexure -9)
- Duly filled and signed copy of Tenderer Undertaking in Annexure-10 of NIT.
- Duly filled and signed Integrity Pact in Annexure-A of NIT.
- Duly filled & signed copy of Certificate No.1 & 2 in their Letter Head as per Annexure-B of NIT. Copy of registration certificate as per Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt of India for bidders from a country which shares a land border with India.
- Declaration that the tenderer has not been put on Holiday list / Delisted / black-listed or not having any litigation with MFL. In case of prevalence of any such litigation or action including arbitration proceedings in Government / Government agencies / Public Sector Undertakings or Enterprises, tenderer shall furnish full details of such litigation / action including arbitration proceedings.
- Process flow chart of the production process from the manufacturer / producer whom MFL is expecting the supply

Copies of the above relevant documents are to be uploaded as Attachment with the on-line submission of bids. Tenders not accompanying documentary proof are liable for rejection.

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**ANNEXURE - 4**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**TECHNICAL & COMMERCIAL BID FORMAT**

**FIRST PART: (A) Technical & (B) Commercial Bid**

**(A) Technical:**

Sl No	Item	MFL's Requirement	Bidders Acceptance / endorsement
1	Country of Origin	Bids with open origin of cargo are not acceptable. Bidders shall clearly state origin country (ies) of cargo being offered in their technical bid. Bids offering material from country (ies) of origin against which sanctions have been imposed / facing sanctions shall not be considered and price bids of such tenders shall not be opened.	
2	Name of Load Port	Open or to specify	
3	Product Specification	As per NIT	
4	Information about Tenderer	To be submitted as per Annexure 9 of NIT	
5	Latest B/L copy	The Bidders (other than Manufacturers / Producers / Indian State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other_Government of India PSUs/PSEs) should submit documentary proof like B/L copy for supply to any buyer in India at least one shipment of 25,000 MT any fertilizers in bulk as per Indian FCO, on CFR basis in at least two years during the last five years.	

----- Authorized Signatory with Seal

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**(B) Commercial**

Sl	Item	MFL's Requirements	Bidders Acceptance / endorsement
1	EMD	Vendors other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs - to submit.	
2	Credit Rating and Bank Certificate	Vendors other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs - to provide.	
3	Customs Duty + surcharge + IGST Percentage	i) To be specified by the bidder (or) prevailing Customs Duty + applicable surcharge etc along with IGST will be taken for calculation as per Govt. notifications. ----- ii) Exemption Certificate (if any) for Customs Duty.	-----
4	Shipment & Sailing Period	As per NIT	
5	Quality and Quantity determination	As per NIT	
6	Quantity offered	70,000 MT ( $\pm 10\%$ ) in <b>2 shipments</b> @35,000 MT $\pm 10\%$ each.	
7	Bid Validity acceptance	15 Days from opening of Bids	
8	P G Bond (As per Annexure-8 of NIT) on Award of LOI	Applicable for bidders Other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs	
9	Lay time Acceptance	As per NIT	
10	Payment Terms	RBI reference rate for USD - INR on due date in case of Indian Supplier*	
11	Integrity Pact	To be submitted	
12	LD Clause / Force Majeure / Arbitration	As per NIT	
13	Acceptance for all terms and conditions	As per NIT	

\*Refer Annexure-6, Clause 4 (Payment term) in the NIT

----- Authorized Signatory with Seal

**ANNEXURE : 5**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**PRICE BID FORMAT**

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

Accepted to deliver on CFR terms at Tuticorin Port against Letter of Credit / Comfort Letter with 30 / 60 / 90 /180 Days credit from B/L date.

**Shipment 1 Requirement Qty: 35,000 MT ±10% Date: 24<sup>th</sup> November 2023 - 09<sup>th</sup> December 2023.**

Particulars	Figure	Words
CFR, Tuticorin. Price USD Per MT (against 30 Days credit from B/L date)	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>	<b>PRICE SHOULD BE QUOTED IN ON-LINE PRICE BID FORMAT ONLY</b>
CFR, Tuticorin. Price USD Per MT (against 60 Days credit from B/L date)		
CFR, Tuticorin. Price USD Per MT (against 90 Days credit from B/L date)		
CFR, Tuticorin. Price USD Per MT (against 180 Days credit from B/L date)		
Discounts		

**Shipment 2 Requirement Qty: 35,000 MT ±10% Date: 5 - 20th January 2024**

Particulars	Figure	Words
CFR, Tuticorin. Price USD Per MT (against 30 Days credit from B/L date)	<b>DO NOT QUOTE PRICE IN THIS FORMAT</b>	<b>PRICE SHOULD BE QUOTED IN ON-LINE PRICE BID FORMAT ONLY</b>
CFR, Tuticorin. Price USD Per MT (against 60 Days credit from B/L date)		
CFR, Tuticorin. Price USD Per MT (against 90 Days credit from B/L date)		
CFR, Tuticorin. Price USD Per MT (against 180 Days credit from B/L date)		
Discounts		

**Note:**

All the bidders should quote for 30 / 60 / 90 / 180 Days credit price, CFR Tuticorin in the on-line price bid only.

Bidder shall offer minimum credit period of 30 days, failing which offer shall not be accepted.

Bidders should quote the prices only in the format provided in e-procurement. Bidders should ensure that prices should not be indicated anywhere in the un-priced part.

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

**ANNEXURE- 6**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**GENERAL INSTRUCTIONS TO TENDERERS**

**1. PRICING:**

- a. Bidders shall quote separately for two shipments in USD on CFR basis for discharge at Tuticorin port.
- b. The price should be inclusive of agency commission, if any, indicating the percentage of agency commission. The invoice should exclude agency commission and can be claimed separately thru debit note.
- c. The price should be quoted for 30/60/90/180 Days credit from the B/L date separately. If the vendor offers bid less than 180 days, for the differential credit period interest calculation of 6 months LIBOR (on the date of price bid opening) plus 300 basis points will be loaded for arriving shipment wise L1. Payment will be made by Letter of Credit (L/C) / Comfort Letter against presentation of shipping documents.
- d. Taxes and dues if any payable outside India shall be to suppliers account and in India to buyer's account.
- e. Deviation in shipping terms viz. discharge rate, NOR, number of hatches etc, shall be loaded suitably.
- f. Franchise Discount if any on the B/L quantity to be specified

**2. INSPECTION BEFORE/AFTER SHIPMENT - ALLOWANCES**

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

### 3. QUANTITY & QUALITY

MFL shall draw samples for determining the quality of the cargo at the port of discharge through Central Fertilizer Quality Control & Training Institute, Faridabad or any other lab nominated by Government of India for that purpose.

The quality so determined by CFQC&TI, Faridabad or any other lab nominated by Government of India shall be final and binding on the seller. Referee analysis shall be as per the FCO guidelines.

- e) In case the cargo is not meeting the FCO specifications, the cargo will be rejected. The supplier shall refund all the material cost, consequential handling and the distribution cost thereof Immediately on MFL's first demand failing which penalty @ 18% p.a. shall be payable up to the date of actual remittance by the supplier.
- f) The Seller, if so desires, can nominate his representative to supervise the draft survey and drawal of samples at the discharge port at his own expense.
- g) The payment for short landed quantity / damaged quantity per disport joint draft survey shall be compensated by the seller to MFL.
- h) All efforts will be made to finalise the accounts / claims within 90 days from the date of completion of discharge of cargo.

### 4. PAYMENT TERMS:

By letter of credit confirmed through a prime bank in India / Comfort Letter on 181<sup>st</sup>/ 91<sup>st</sup>/ 61<sup>st</sup>/ 31<sup>st</sup> day from the date of Bill of Lading, after availing the 180/90/60/30 days credit from the date of Bill of Lading, on presentation of the following documents in full set:

1. Original 3+3 Non-negotiable copies of clean Bill of lading
2. Certified Commercial Invoice in original along with 4 copies
3. Certificate of Origin issued by recognized chamber of commerce in original + 3 copies
4. Certificate of Inspection to be certified by Independent inspection agency at load port showing material supplied under contract as quantity, quality in original with 6 non- negotiable copies
5. Four copies of Stowage Plan
6. Original Load Port Survey report
7. Certificate from the seller to the effect that the above said copies of documents have been sent by the seller to the buyer through an reputed courier or registered airmail or thru e-mail within seven days of sailing of the vessel, along with Original Postal/Courier Receipt/e-mail copy of such dispatch.

For Indian Supplies, the payment will be made equivalent Indian Rupees based on the Rupees-Dollar Exchange parity as per the Reserve Bank of India reference rate prevailing on due date of payment per tender. However, the Exchange rate as applied while making payment by the Indian supplier to the foreign supplier well in advance shall be applicable to MFL on actual basis, provided with necessary Exchange rate documentary proof.

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.

#### **5. INDIAN AGENTS COMMISSION:**

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

#### **6. INSURANCE:**

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

#### **7. DISCHARGE RATE AT TUTICORIN PORT: 5000 MT PWWD SHEXEIU.**

"H" standing for "HOLIDAY" shall mean the holiday declared by Tuticorin Port Trust. Vessel nominated by the seller will have to be accepted by the buyer before the vessel is fixed firm. The vessel should conform to the Tuticorin Port specifications for Draft (Not to exceed 10.7 M). It shall be Seller's responsibility to ensure that the vessel arrives with the permissible/available draft at Tuticorin/ Tuticorin whichever is less. The above discharge rates applicable per weather working day (PWWD) basis 4 or more available/workable holds/hatches, pro-rata if less.

#### **8. NOR AND COMMENCEMENT OF LAY TIME:**

##### **NOR:**

After arrival of the vessel at the customary anchorage at the port of unloading, the Master or his agent shall give buyer or his agent notice confirming that the vessel is in all respects ready to discharge the product. If Notice of Readiness is tendered and accepted before 12.00 noon the lay time will commence from 1400 hrs, If NOR is tendered and accepted in the afternoon the lay time will commence next day at 0800 Hrs.

However, when delay is caused to vessel getting into berth giving notice of readiness for any reason over which buyer has no control, such as non-availability of tide, the vessel not conforming to the limitations at the discharge port etc., and such delay should not count as used lay time. Any delay due to breakdown or inability of vessels facilities to discharge the product within the time allowed shall not count as used lay time.

## LAY TIME:

- a) Based on discharge rate of 5,000 MT PWD SHEXEIU. "H" standing for "HOLIDAY" shall mean the holiday declared by Tuticorin Port Trust. The Cargo shall be discharged at the/average rate of 5000 MTs for single decker vessel with 4 or more hatches, per weather working day of 24 consecutive hrs. Sunday and Holidays exempted even if used, provided the vessel can receive and deliver at these rates. The lay time shall not counted between 12:00 noon on Saturday and up to 0800 Hrs. on Monday and not between 1700 Hrs. on the last working day preceding Port Trust holiday and 0800 Hrs. on the first working day thereafter even if used unless the vessel is already on demurrage. Receivers have the right to work during excepted periods, such time used not to count as lay-time. The lay-time ends after completion of entire discharge of cargo from the vessel.

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

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

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

- d) Vessel to be left in seaworthy trim to shift between port and berths to Master's satisfaction at owner's/seller expense.
- e) Vessel owners undertake that the vessel's arrival draft at the discharge port not to exceed 35 ft. salt water. In case of lightening over 35 ft. draft arrival, same will be to vessel owner's account and time used not to count as lay time.
- f) The Seller to guarantee that to discharge of cargo, the vessel should be self-geared bulk carrier fitted with minimum four Cranes of 35 -40 MT SWL each with a minimum out reach of nine (9.0) meter and suitable for grab discharge. Use of shore cranes is optional. The vessel should be able to supply sufficient powers to operate all cranes and loaded grabs simultaneously.
- g) Vessel owners are to give the names of the Agents at discharge port to MFL, Chennai by email within 48 hrs. of completion of loading of cargo at Load Port.



- h) The Seller shall pay to MFL despatch money at the rate, as mentioned in the Charter Party per day and pro-rata for part of a day for working time saved in discharging. Demurrage/despatch rate shall not exceed equivalent to US Dollars 8,000/4,000 per day. In case such rates are higher than US Dollars 8,000/4,000 per day, prior approval of MFL should be obtained. Payment of despatch money should be made by Seller to MFL within 60 days of completion of discharge of cargo. If, however, demurrage is incurred at the port of discharge by any reason over which MFL have no control including but not limited to fire, explosion, storm or by strike, lockout, or any other force majeure circumstances, no demurrage shall be payable
- i) It is agreed that receiver or receiver's agent shall sign the statement of facts and other customary documents together with the Master of Vessel and Ship's agents.
- j) The Seller undertakes to advise MFL by email the name of the vessel, the total quantity loaded, date of vessel departure, speed, estimated draft fore and aft, expected date of arrival at the Indian Port, full name and postal address of the Owners of the vessel and postal address of their agents in India expeditiously.
- k) Sellers are to ensure that liberties, victories and other war built vessels are avoided for the shipment of cargo. They should not charter vessels of more than 15 years age. In case of necessity of chartering vessels older than 15 years the sellers shall take the prior approval of MFL. The over-age insurance premium shall be to the account of the seller. However the supplier shall ensure that the vessel employed is not more **than 20 years old**.
- l) The vessel should be single decker and should have hydraulic hatch cover.

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

## **9. DEFAULT:**

In the event of failure to deliver the material within the time stipulated as per NIT, 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) Clause:**

To recover as liquidated damages for the delay in sailing of vessel from load port and for the period of such delay beyond the contractual sailing period until actual delivery or until the buyers secure the material from other sources, a sum equivalent to 0.5% of cargo value for every week of delay or part thereof from the specified date of delivery subject to a maximum of 2% of the cargo value and / or to cancel the contract and to forfeit the PG Bond. Any claim amount in excess of PG bond to be settled directly by seller to buyer through credit note or thru RTGS within 15 days from the date of claim.

MFL also reserves right to claim the LD amount directly from LC payment.

In case of default in the performance of the contractual obligations by the seller the party will be black listed and the same will be informed to other PSUs and Fertilizer Companies.

10. **TITLE AND RISK:**

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

11. **ASSIGNMENT:**

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

The provisions of this paragraph shall also apply to:

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

12. **EVALUATION CRITERIA:**

- The vendors should offer bids on CFR Tuticorin with 30/60/90/180 Days credit from the B/L date separately. If the vendor offers bid less than 180 days, for the differential credit period interest calculation of 6 months LIBOR (on the date of price bid opening) plus 300 basis points will be loaded for arriving L1. **The lowest landing cost at Tuticorin port with longest credit period (180 days) will be the basis for arriving shipment wise L1.**
- The quoted price of vendor (CFR Tuticorin), applicable customs duty, IGST and applicable other Levies / charges are the essential components in arriving net landing cost.
- Franchise discount if any will be reckoned accordingly for arriving L1
- For arriving INR, FBIL's / RBI's latest available exchange rate on the date of opening of price bid will be the basis for exchange rate calculation.
- Deviation in shipping terms viz. discharge rate, NOR, number of hatches etc, shall be loaded suitably for arriving L1.

### **13. NEGOTIATION:**

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

### **14. SHIPPING TERMS:**

Vessel shall be chartered as per relevant charter party and shipping terms shall be in accordance with the **INCOTERMS 2020** edition and as amended from time to time.

### **15. FORCE MAJEURE:**

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

b) Any waiver / extension of time in respect of delivery of any installment or part of the goods occasioned due to the reasons at 6.13 (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 per 6.13 (a), 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 be within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce in the country of the Seller or Competent Authority in case of MFL shall be sufficient proof of the existence of the above circumstances and their duration.

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

### **16. ARBITRATION:**

“Any or all disputes arising out of the contract/agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Chennai. Cost of arbitration shall be borne equally by the parties.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this Clause and such Arbitration shall be in English and take place in the city of Chennai and the jurisdiction for all purposes shall be city of Chennai only”.

**17. BID VALIDITY PERIOD :** Offers shall be valid for a period of **15 days** from the date of opening of bids and shall not be withdrawn by the party during its validity. Quotes without sufficient bid validity period is liable for rejection.

**18. TENDER OPENING :**

- (i) On-line Bids will be opened in seriatim viz., EMD, Technical & Commercial Bids.
- (ii) **Price Bid Opening :** After scrutiny of the bids, On-line price bids of the Techno-commercially qualified bids will only be opened with prior intimation to the successful bidders.

**19. INTEGRITY PACT:**

- Signing of Integrity Pact (IP) is mandatory for every Tenderer participating in this tender. A copy of the IP is enclosed (Annexure-A), which may be deemed to have been signed by MFL. The Tenderer(s) and MFL shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document. **Any bid not accompanied by duly signed IP by the Tenderer would be rejected.**
- The Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) for this tender shall be
  - (1). Shri Aditya Kumar Mittal, IRSE (Retd.)  
Contact No. +91 9560527000, e-mail: [adityakumarmittal@gmail.com](mailto:adityakumarmittal@gmail.com)
  - (2). Shri Ashwani Kumar Mehta, IRS (Retd.)  
Contact No. +91 9819899925, e-mail: [akmehta.irs@gmail.com](mailto:akmehta.irs@gmail.com)
- Any tender related complaint, for tenders covered under Integrity Pact having value of Rs.2 (Two) crore and above, may be addressed to the Independent External Monitor (IEM).

**20. RESTRICTIONS ON PROCUREMENT FROM A BIDDER FROM A COUNTRY OR COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA :**

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 as specified in Annexure-I of Order No. 6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt of India.

If registered with Competent Authority as above a copy of registration certificate shall be furnished along with the bid failing which the bid shall be rejected.

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 falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity Incorporated, established or registered in such a country; or
- b. A subsidiary of an entity Incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entitles incorporated, established or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country, or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

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.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent 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 shareholders agreements or voting agreements;

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;

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 of ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. Notwithstanding anything contained herein above, these provisions shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

**Certificate to be submitted by tenderers:**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

2. The bidders shall submit a certificate, along with their bid, to the effect that they fully comply with the order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India. If such a certificate given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further legal action in accordance with law.

**21. OTHERS:**

MFL reserves the right to accept or reject any shipment or all the shipments or cancel the entire tender without assigning any reason thereof and MFL's decision shall be final and binding.

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**ANNEXURE- 7**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**EMD TERMS AND CONDITIONS**

**EMD:** EMD shall be as below for the offered quantity.

S.No	Category	EMD
1	Manufacturers / Producers of the product / / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs	NIL/ EXEMPTED
2	Any trader / supplier who has a proven track record of satisfactory supplies of at least one shipment of 25000 MT fertilisers in bulk to India in at least two years during the past five years	USD 1 PMT

- The EMD may be submitted in the form of Demand Draft (in the name of Madras Fertilizers Limited) / thru RTGS (Annexure-13) / BG (per MFL's EMD BG format: Annexure-11) valid for 60 Days from Tender Opening Date.
- In the case of EMD thru BG, Independent confirmation for having issued the BG by the concerned banker should be sent directly to **DGM - Dist & Sales, Madras Fertilizers Limited, Manali, Chennai - 600068, India.**
- EMD shall not carry any interest.
- EMD shall be returned / refunded to the Tenderers only after finalization of Tender.
- Offers without EMD will not be considered.
- EMD shall be forfeited if the tenderer withdraws from the offer or modifies the terms and conditions of offer, without prejudice to MFL's rights to initiate other legal action, for losses, if any suffered by MFL, even after forfeiture of EMD.
- Unreturned EMD in respect of earlier tenders, if any, cannot be adjusted against this tender.

Tenderers who are submitting EMD payment in the form of DD or BG / Details of RTGS should upload the scanned copy of the same on or before the Closing Date and Time of the Tender. The original EMD DD / BG should be directly sent to **Deputy General Manager - Dist & Sales, Madras Fertilizers Limited, Manali, Chennai - 600068, India** with clear superscription on the cover as "**EMD For E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**" on or before 10-Oct-2023.

**ANNEXURE- 8**  
**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**  
**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**PERFORMANCE GUARANTEE:**

**PG Bond:**

The successful bidder other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs shall be required to submit a Performance Guarantee Bond as stated below, within three weeks of the acceptance of their offer / issue of LOI/PO as per Annexure-12. The PG Bond to be submitted by the Seller shall be unconditional, operative Bank Guarantee and payable on demand without demur or reference to the Seller with a validity for a period of minimum 90 Days (Ninety calendar days) after the date of shipment of the goods. The Performance Guarantee Bond shall not be released till supplier has settled all claims under the contract.

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

<b>Supplier Category</b>	<b>PG Bond Value</b>
All Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs.	Exempted
Bidders other than Manufacturers / Producers / State Trading Enterprises (STEs) / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs.	2% of the Cargo value

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**ANNEXURE-9 : INFORMATION ABOUT TENDERER  
SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

<b>Category - 1</b>	<b>Manufacturers / Producers of the product</b>						
<b>Category - 2</b>	Any trader / supplier who has a proven track record of satisfactory supplies of at least one shipment of 25,000 MT any fertilisers in bulk to India in at least two years during the past five years						
Sl	PARTICULARS						
1	NAME OF THE SUPPLIER						
	ADDRESS						
	TELEPHONE NO.						
	FAX NO.						
	PAN NO.						
	E-MAIL						
2	WHETHER THE BIDDER IS:						
	MANUFACTURER / PRODUCER (Cat-1) OR ANY TRADER / SUPPLIER (Cat-2) OR						
3	DETAILS OF OWNERSHIP / CONSTITUTION						
	WHETHER GOVT. / SEMI GOVT /PRIVATE LIMITED / PUBLIC LIMITED COMPANY / PARTNERSHIP						
4	<p>DETAILS OF FERTILIZER SUPPLY TO ANY BUYER ( IN INDIA) THRU SHIPS. THEY SHOULD HAVE SUPPLIED AT LEAST ONE SHIPMENT OF 25,000 MT ANY FERTILIZERS AS PER INDIAN FCO, ON CFR BASIS IN AT LEAST TWO YEARS DURING THE LAST FIVE YEARS (WITH DOCUMENTARY PROOF SUCH AS BL COPIES)</p> <p>(Exempted for Manufacturers / Producers / STEs / MMTc / STc / IPL / NFL / RCF / other Government of India PSUs/PSEs)</p>	YEAR					
		PRODUCT					
		B/L NO. & DATE					
		QUANTITY (MT)					
		DETAILS OF IMPORTER / PURCHASER					
		PORT					
OTHER TERMS OF SUPPLY							

5	<p>a. BANK CERTIFICATE REGARDING FINANCIAL CAPABILITY / SOUNDNESS</p> <p>b. ANNUAL ACCOUNTS STATEMENTS FOR LAST THREE FINANCIAL YEARS (2021,2022 &amp; 2023)</p> <p><b>(Exempted for Manufacturers / Producers / STEs / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs)</b></p>	<p>Attached YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Attached YES <input type="checkbox"/> NO <input type="checkbox"/></p>
6	<p>LATEST SATISFACTORY CREDIT RATING CERTIFICATE (NOT OLDER THAN A YEAR i.e. FROM 01.09.2022) FROM STANDARD AND POOR or MOODY's or DUN &amp; BRADSTREET or FITCH Ratings Ltd or European Credit Rating Agency or CRISIL / ICRA</p> <p><b>(Exempted for Manufacturers / Producers / STEs / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs)</b></p>	<p>Attached YES <input type="checkbox"/> NO <input type="checkbox"/></p>
7	ACCEPTANCE OF ALL TERMS & CONDITIONS OF NIT	Accepted YES <input type="checkbox"/> NO <input type="checkbox"/>
8	IN CASE, SUPPLIERS UNDER CAT-1 HAVE TO FURNISH DETAILS OF MANUFACTURING FACILITIES WITH LOCATION AND CAPACITY	Attached YES <input type="checkbox"/> NO <input type="checkbox"/>
9	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"/>
10	WHETHER BLACK-LISTED / BANNED ON THE DATE OF APPLICATION	YES <input type="checkbox"/> NO <input type="checkbox"/>
11	DECLARE THAT NO OTHER FIRM / SISTER CONCERN / ASSOCIATES BELONGING TO THE SAME GROUP IS PARTICIPATING IN THIS TENDER.	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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

Documents should be submitted in original wherever required. 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 confirm that all information given in the Annexure-9 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**

**ANNEXURE -10 : TENDERER UNDERTAKING**  
**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**  
**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

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 / MMTC / STC / IPL / NFL / RCF / other Government of India PSUs/PSEs) & accept for the Liquidated Damages clause and agrees to invoke as per the respective clause in case of non-fulfilment of commitment.
- Declares that M/s NIC provided the training to participate in e-Tender.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC.

**Signature of the authorized person :**

**Name of the authorized person :**

**Designation of the authorized person :**

**Company's Seal :**

**ANNEXURE-11**

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

**Bank Guarantee No:**

Whereas ..... (herein after called the ‘tenderer’) has submitted their offer dated .....for the supply of **Imported NPK 15:15:15** (hereinafter called the “tender”) against the purchaser’s E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023 . KNOW ALL MEN by these presents that We ..... of .....having our registered office at ..... are bound unto Madras Fertilizers Limited, Manali, Chennai, India 600068 (hereinafter called the “Purchaser”) for a sum of Rs. .... (in words)..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2023

**THE CONDITIONS OF THIS OBLIGATION ARE:**

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

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank.  
Tel. No / Mobile No. / Fax / e-mail id

Note:

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



**ANNEXURE-13**

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

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

1.	Party Name	<b>MADRAS FERTILIZERS LIMITED</b>
2.	Party's Complete address	<b>MANALI CHENNAI 600 068</b>
3.	Bank Name	<b>STATE BANK OF INDIA</b>
4.	Bank Branch Name and Address	<b>COMMERCIAL BRANCH NSC BOSE ROAD CHENNAI 600 001</b>
5.	IFS (RTGS / NEFT) Code	<b>S B I N 0 0 0 7 3 4 7</b>
6.	Name of the beneficiary	<b>MADRAS FERTILIZERS LIMITED</b>
7.	Bank Account No.	<b>1 0 2 4 2 2 7 6 4 2 4</b>
8.	Account Type	<b>CC ACCOUNT</b>
9.	Email ID	<b>ins@madrasfert.co.in</b>
10.	PAN Number	<b>AAACM5198E</b>
11.	Contact Person	<b>PRIYA RANJAN PANDA</b>
12.	Contact Person Mobile No.	<b>9884172251</b>

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Annexure - A  
**INTEGRITY PACT**

**Between**

Madras Fertilizers Limited (MFL) hereinafter referred to as "The Principal",

**And**

..... hereinafter referred to as "The Bidder/Contractor/Supplier"

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for **supply of NPK 15-15-15 in bulk - E-TENDER NO: EPRO/COM/IP/NPK15:15:15/210923/001 DATE 07/09/2023** . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non- Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder / Contractor/Supplier**

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 - Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

#### **Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

For the Principal  
Supplier

.....

For the Bidder / Contractor /

Place : Chennai

Witness 1 : .....  
(Signature/Name/Address)

Date : \_\_/\_\_/2023

Witness 2 : .....  
(Signature/Name/Address)

**ANNEXURE - B**

**SUPPLY OF IMPORTED NPK 15-15-15 IN BULK**

**E-TENDER NO: EPRO/COM/IP/ NPK 15:15:15/210923/001 DATE 07/09/2023**

**CERTIFICATE NO. 1 & 2**

(In compliance of Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any, issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India)

**(To be submitted on the Letter Head)**

Date :

To  
Madras Fertilizers Limited  
Manali, Chennai - 600 068,  
India

1. We, M/s \_\_\_\_\_ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that M/s \_\_\_\_\_ is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s \_\_\_\_\_ fulfils all requirements in this regard and is eligible to be considered.
2. The M/s \_\_\_\_\_ fully comply with the Order F.No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendment, if any issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, and Government of India.

(Name & Signature with Seal)

(Proprietor/Partner/Director/Authorized Signatory)