

**DRAFT - NOTICE INVITING TENDER
FOR
APPOINTMENT OF INTERNAL AUDITOR
IN**

MADRAS FERTILIZERS LIMITED

(A Government of India Undertaking)

Regd Office: Post Bag No.2, Manali, Chennai – 600 068.

TELEPHONE: 044 - 25945293 / 25945291

E-MAIL: ca@madrasfert.co.in / ia@madrasfert.co.in

WEBSITE: www.madrasfert.co.in

MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068
TELEPHONE: 044 - 25945293 / 25945291, FAX: 25943033
E-MAIL: ca@madrasfert.co.in/ia@madrasfert.co.in

Overview of the Company

Madras Fertilizers Limited (MFL) incorporated in the year 1966 is a PSU under the administrative control of the Department of Fertilizers (DOF), Ministry of Chemicals & Fertilizers, and Government of India. The registered office and the manufacturing unit situated at Manali, Chennai. MFL is engaged in the manufacture and marketing of Urea and Complex Fertilizers (N:P & N:P:K). MFL is also engaged in manufacturing and marketing of Bio-fertilizers and Agro Chemicals under the brand name "VIJAY".

**NOTICE INVITING OPEN TENDER FOR
APPOINTMENT OF INTERNAL AUDITOR**

TENDER NO: ESER/F&A/INTERNAL AUDITOR/150721/003 DT 16/06/2021

Description	Appointment of Internal Auditor
Nature of Bidding	Two Stage Bidding
Commencement of viewing	16/06/2021
Due date & Time of uploading	15/07/2021 (16.00 hrs.)
Bid Opening Date & Time	16/07/2021 (14.00 hrs.)
Bid Submission (To receive on or before the due date and time)	1. Bid Security Declaration 2. Techno Commercial 3. Price
Bid Validity	90 days from the date of opening of Techno-Commercial Bid
EMD	Bid Security Declaration
Security Deposit (SD)	3% of Contract Value
Period of Contract	One year from the date of Work Order
Negotiation	If Required

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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 authorised Certifying Authorities such as nCode / eMudhra / safe script.
- 1.1.2 Bidders 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 sent along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf /.xls /.jpeg /.rar formats only.
- 1.1.8 In Lieu of EMD – Bid Security Self Declaration has to be submitted by the bidder **(Refer: Annexure – 9)**
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General terms and conditions (GTC) and Special Terms & Conditions (STC).
- 1.1.10 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.
- 1.1.11 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 that particular tender.

- 1.1.12 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.
- 1.1.13 The tendering system will give a successful bid updation message after uploading 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.
- 1.1.14 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 Decryption date.
- 1.1.15 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.
- 1.1.16 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.17 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 Decryption, the bid is liable to be rejected.
- 1.1.18 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 Decryption etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.19 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 Decryption. Overall, the submitted tender documents become readable only after the tender Decryption by the authorized individual.
- 1.1.20 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.
- 1.1.21 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).
- 1.1.22 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.

- 1.1.23 **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.**
- 1.1.24 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.
- 1.1.25 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-1a**INFORMATION TO TENDERER**

The bidders must ensure that their bid has all the required information per Tender and there is no ambiguity of any kind in their offer.

Techno-Non Price Bid shall contain:

- Bid Security Declaration (EMD)
- Documents in support of qualification requirement as mentioned at Annexure 2a of NIT.
- Tenderer Undertaking
- Information about Tenderer
- Declaration/Compliance as required under Annexure 13 (Preference to Make in Indi & Rule 144(XI) of GFR 2017)

In case, of any clarification/additional information required, bidders are free to approach/visit MFL and seek the necessary information/clarification before submission of the Bid documents.

Contact details: Mr T Srinivas
Manager - Internal Audit – (94441 56945 / 044 – 25945291)
Mr P Rajan
Asst Manager – Internal Audit (94449 52216 / 044 25945308)

e-procurement Cell: (044 – 25945318 / 25941261)

SCOPE OF WORK FOR INTERNAL AUDIT FOR FY 2021-22**1.0 Objectives of Audit**

The Internal Audit of the Company should be commensurate as per scope of reporting on internal control under section 138 of the Companies Act, 2013 read with the Rule 13 of Companies (Accounts) Rules, 2014 and the objective of internal audit is to review the accounting and internal control system as service to the Company. The function of Internal Audit inter-alia includes examining, evaluation and reporting to the Management on the adequacy and effectiveness of components of the Accounting and Internal Control System as well as control of deficiencies and weaknesses.

2.0 SCOPE OF WORK:**2.1 I QUARTER:**

1. Physical verification of movable assets:
 - Physical verification of all movable assets in MFL offices and reconcile with Asset Register
 - Report Generation – Location / Asset wise
2. Regional Office Review
3. Staff Canteen review

2.2 II QUARTER:

1. Review of Employee costs
2. Demurrages incurred by Company
3. Packing material - Purchases, Consumption, Closing Stock, Valuation, Payment
4. Regional Office Review

2.3 III QUARTER:

1. Sales & Collections Accounting
2. Raw Material (RLNG/FO/Imported)- Purchases, Consumption, Closing Stock, Valuation, Payment
3. Regional Office Review

2.4 IV QUARTER:

1. Regional Office Review
2. Imported Spares - Purchases, Consumption, Closing Stock, Valuation, Payment
3. Review of Scrap
4. Review of Liveries

2.5 REGULAR REVIEWS:

1. Bank Reconciliation – Monthly
2. Voucher Audit – Monthly Basis
3. Schedules Review – Quarterly
4. Wagon Loading/Unloading Inspection

2.6 STOCK AUDIT

1. Physical Verification / Reconciliation with books
2. Non-moving & Obsolete Stocks Review

2.7 ANY SPECIAL AUDIT AS SPECIFIED BY THE AUDIT COMMITTEE

2.8 GENERAL

The books of Accounts are maintained at Head Office, Manali, Chennai 68. The major Internal Audit activity is at Head Office. MFL has 11 Regional Office at southern states, one regional office functions to be reviewed at each quarter.

Taking into view, the size of the company and the nature of business, from the previous practice, the minimum manpower required to carry out the audit jobs without compromising quality of audit is one qualified auditor and two supporting staff for a period of at least 10 days per month under supervising guidelines of a senior partner.

It may please be noted that the scope as given is only inclusive and not exhaustive. The firm may be asked to look into any other activity that may be noticed during the course of audit and/or render any advice/opinion in the area of audit.

The Audit team should discuss their observations / findings with the coordinator and other concerned officials before finalization of each Quarterly Audit Report. The Auditor is required to attend all Audit Committee Meetings.

The findings of the Quarterly Audit Report together with earlier quarters' points with action taken / compliance by the Management shall be discussed with the said officials. The final audit report on quarterly basis should be submitted to CMD, MFL within a fortnight from completion of the quarter.

The Quarterly Audit Report in respect of unresolved observations along with management replies / comments to be submitted to the coordinator.

Audit team should submit all the reports both in hard and soft copies.

The Final Report will include among others, areas for improvement if any.

Flash Report should be submitted by the Internal Auditor immediately on detection of major irregularity during audit to the coordinator.

All Reports should be signed by the partner(s) of the firm.

The Final Report will include among others, areas for improvement if any, with regard to Storage and Issue of Materials & Supplies, Physical Factors, Stores Records/Security, Layout etc.

* * *

Pre-Qualification Criteria

The quote / offer shall be considered only, professionally competent and experienced, who meet the following pre-qualification criteria:

- 1) Firms having registered office or branch in **Chennai**, the firm should have been in practice for the past 10 years, 2 full time partners and minimum 5 practicing Chartered Accountant/ Cost Accountant on its role **(copy of constitution of the firm issued by Institute of Chartered Accountant of India / Institute of Cost Accountant of India duly attested by bidder to be attached as a proof).**
- 2) The firm should have at least 10(Ten) supporting staff as on the date of submission of Tender **(employee ID card or an undertaking by the bidder to be enclosed).**
- 3) The firm should have experience in conducting Internal Audit for at least 10 companies (Registered under Companies Act) as on the date of submission of Tender. Out of this, the firm should have experience in at least 5 companies other than Financial Sector, Marketing & Distribution and Education Institutions having Annual Turnover of at least Rs. 750 Crore each and 2 shall be listed companies **(details to be provided as per Annexure 11).**

Price Bid break-up details**TENDER NO: ESER/F&A/INTERNAL AUDITOR/150721/003 DT 16/06/2021**

SL NO	Job Description	(in%)	Rate per Annum [`]
1	[As in Scope of Work mentioned in Annexure 2]		Xxxxx
2	Statutory Levies *		Xxx
	Total		Xxxxx
	[Rs..... Only]		

(*As declared by Govt. from time to time)

- ❖ Rate quoted must be firm throughout the period of contract.
- ❖ Rate quoted should be valid for a period of 90 days from the date of opening of Technical bid.

Signature of the Authorized person :

Name of the Authorized person :

Designation of the Authorized person :

Annexure-4**TENDERER UNDERTAKING****THE TENDERER HEREIN**

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate to 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 honors the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- 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.
- The firm or any of its partners should not be disqualified prescribed under rules/regulations and decisions of Institute of Chartered Accountant of India/Institute of Cost Accountants of India is found applicable to the firms and conditions prescribed by C&AG under section 139 of the Companies Act, 2013, to the extent applicable, are not met or debarred by any Public Sector Companies.

Signature of the Authorized person :

Name of the Authorized person :

Designation of the Authorized person :

ANNEXURE- 6**INFORMATION ABOUT THE TENDERER**

SL NO	INFORMATION REQUIRED	TO BE FILLED IN BY TENDERER
1.	Name of the Tenderer	
2.	Address of Registered office and Branches Office.	
3.	Cell Number, Land Line Number, and E-mail.	
4.	Nature of normal business of the Tenderer	
5.	Name of the bank and the branches with which tenderer has transactions	
6.	PF/ESI/Labor License Code No.	
7.	Name, Address, Phone No. and E-Mail ID of the person with whom Company may correspond (Chennai Office address)	
8.	Income Tax permanent Account No.(PAN) and IT circle	
9.	GST Registration No & details	

Place:

Signature of Tenderer

Date:

Capacity in which signing

SECURITY DEPOSIT (SD) TERMS & CONDITIONS

Successful tenderer shall have to make Security Deposit (SD) to the tune of 3% (GoI OM No: F9/4/2020-PPD Dt. 12.11.2020) of contract value within 21 days from the date of LOI / Award of Contract, either by Demand Draft or through RTGS or BG in the approved format (Annexure-8) with a validity of 60 days beyond the date of completion of the contract period. Independent confirmation for having issued the BG by the concerned bankers should be sent directly to DGM-CA, IA,T&MIS, 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 should be furnished.

The SD shall be refunded within a reasonable time after the date of completion of the supply/completion period subject to the contractor/service provider 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 breach / 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 be 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 in cash 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 case of BG, the same shall be invoked, in the event of breach of contract/failures by the contractor, if any.

SD shall not carry any interest.

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on a non-judicial stamp paper of the value of ☐ 100.00)

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)/ tenderer(s)") from the demand under the terms and conditions of an agreement dated _____ made between Madras Fertilizers Limited and _____ (hereinafter called "the said agreement") for the award of contract ----- DATED ----- 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 said 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 said contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the said 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 said 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 -----.

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 said 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 genuine and authenticity of the Bank Guarantee.

(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

BID SECURITY DECLARATION FORM

(As per Government of India Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020)

Date:

TENDER NO: **ESER/F&A/INTERNAL AUDITOR/150721/003 DT 16/06/2021**

To
Madras Fertilizers Ltd.
Manali
Chennai – 600 068

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a **period of One year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by MFL during the period of bid validity.
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with NIT of MFL.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ **in the capacity of** _____

[Insert legal capacity of person signing the Bid-Securing Declaration]

Name: _____

[Insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of _____
_____ [complete name of Bidder]

Dated on _____ **day of** _____, _____

Corporate Seal :

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]

BID SECURITY DECLARATION TERMS & CONDITIONS

- The bidder shall submit in the form As per Annexure 9 drawn in favour of M/s Madras Fertilizers Limited (format enclosed).
- Bid Security Declaration shall be invalid to the unsuccessful tenderer only after finalization of contract.

Bid Security Declaration to be form part of Bid.

ANNEXURE – 11**LIST OF COMPANIES THE FIRM UNDERTAKE INTERNAL AUDIT**

(Other than Financial Sectors, Marketing & Distribution and Educational Institution)

S.N O	COMPANY NAME	SECTOR	YEAR OF AUDIT	ANNUAL TURNOV ER ON THE YEAR OF AUDIT	PROOF OF TURN OVER	LISTED COMPAN Y YES/NO	PROOF FOR LISTING
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

1. **Proof of turnover:-** Copy of P&L statement for the year audited or certificate from the Company for turnover for the year audited.
2. **Proof for Listing:-** Copy of Listing Agreement or Certificate from the company

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

Place:

Signature of Tenderer

Date:

Capacity in which signing

TERMS & CONDITIONS

1. CONSTITUTION OF THE TENDERER

The consultant shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Joint General Manager, CORPORATE ACCOUNTS, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

The consultant shall produce the original 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 or composition of the consultant, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the consultant.

The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the consultant shall be deemed to be in an independent consultant engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

2. PRICE

Price quoted must be firm during the Tenure of the Contract.

3. SELECTION CRITERIA

The Price bids of tenderers will be considered for Price evaluation and arrival of cost and selection will be on overall L1 basis (inclusive of all statutory levies as applicable).

Bid Evaluation Process:

- 1.1 The bids should be unconditional. Conditional bids would be summarily rejected.
- 1.2 Financial Bids shall be opened only after due scrutiny of Technical Bids is completed.
The day for opening of Financial Bids shall be intimated separately.
- 1.3 Evaluation of bids shall be done on the basis of rates quoted in the **price bid separately**.

1.4 If some **discrepancies** are found between the rates given in words & figures the rate as quoted in words shall be adopted.

1.5 Currencies for bid and payment shall be in Indian Rupees only.

4. MFL SAFETY RULES & REGULATIONS

The consultant shall adhere to existing MFL safety rules and regulations during the tenure of the contract.

Smoking inside the factory premises is very dangerous and is strictly prohibited. The consultant shall ensure that their workmen do not smoke inside the factory premises.

5. TERMS OF PAYMENT

5.1 The bill for professional services rendered by the Audit Firm will be paid on quarterly basis based on the attendance of the Audit Team, work completion and submission of Audit Report. The Audit Team will raise the bill only after the acceptance of the Audit Report by GM (F&A), MFL.

5.2 The bills in duplicate duly certified by Deputy General Manager (Corporate Accounts & Internal Audit) or his authorized representative regarding acceptance of report and the attendance shall be submitted to the concerned section of F&A for processing payment.

5.3 Company shall pay to the Audit Firm, during the term of contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

5.4 Total of Professional fees as quoted plus the statutory levies thereon at actual rate, payable to the Audit firm for the **contract** period shall be the total Contract Value under this Agreement.

5.5 Payment will be made against the invoices raised by your firm on quarterly basis only. The bill shall be paid on or after 60 days from the date of receipt of bill at MFL. Your quotation shall be as per the format given in the Attachment 3.

5.6 **Payment will be made only thru RTGS.**

RTGS Form (**Annexure 6**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

6. PERIOD OF CONTRACT

The Audit Firm will be appointed for the period of one year from the date of Award of Work. The contract will be extended for one more year on mutual consent and on the same terms and conditions, Scope of Work for the extended period will be provided on extension.

7. LIQUIDATED DAMAGES FOR DELAY

In case the consultant fails to achieve the scope at any stage within the time period mentioned above (Annexure-4), the Company has the right to recover Liquidated Damage @ 0.5% of the consultancy fee of the related phase for each week of delay or part thereof, the maximum LD shall be limited to 5 % of contract value.

8. SUBLETTING & TRANSFER

Tenderer 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 their dealing with third parties shall be without reference to MFL.

9. CANCELLATION OF ORDER

Failure to comply with specification, terms & conditions or to perform or deliver as promised shall entitle the Company to cancel all or any part of this order. In the event of such cancellation, the Company shall not be required to make any payment on such cancelled items. Nothing herein shall limit the Company's right in the event of the failure to perform by the consultant.

10. SUMMARY TERMINATION

MFL reserves the right to terminate the contract, without giving any notice, due to failure/breach on the part of the consultant in discharging the services under the contract or in the event of his becoming insolvent or going into liquidation inclusive breach of contract or disqualified by the professional body. The decision of MFL on the part of the consultant shall be inclusive of failure and breach of contract shall be final and binding on the consultant and shall not be called into question.

In the event of any failure on the part of the consultant MFL shall have the right without prejudice to any other right / remedies to get the work done thru any other agency and the consultant shall be liable to compensate MFL for all the costs, damages, expanses or losses if any incurred by MFL on this account.

11. **LAWS GOVERNING THE CONTRACT**

Contract will be governed by Laws of India for the time being in force and as amended from time to time and the Courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

12. **DEFINITION**

The term "Tender" shall mean & include the bids and other attachments manually submitted. "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.

"the Company" refers to "Madras Fertilizers Limited", Manali, Chennai 600068.

"Consultant" refers to the person assigned to undertake the contract.

13. **FORCE MAJEURE**

The terms and conditions of the orders shall be subject to force majeure. Neither Tenderer nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract.

Tenderer shall promptly notify in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tenderer in writing and 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.

14. **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 Hon'ble High Court of judicature at Madras. Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings under this clause and such arbitration shall be in English and take place in the city of Chennai, Tamil Nadu.

15. TERMINATION

MFL reserves the right to terminate the contract due to any failure on the part of the service provider in discharging the services under the contract or breach or in the event of his becoming insolvent or going into liquidation. The decision of MFL about the failure/breach on the part of the service provider shall be final and binding on the service provider and shall not be called into question. To terminate the contract at any time during its currency without assigning any reason therefor and the service provider shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Finance & Accounts), MFL under this clause shall be final, conclusive and binding on the contractor and shall not be called into question.

In case the service provider wants to withdraw from the contract in the middle of agreement period at their own, the service provider shall give 3 months' notice to MFL or be liable to compensate to MFL for all costs, expenses or losses if any incurred by MFL on this account for the balance period, besides forfeiture of Security Deposit.

16. COMPLIANCE WITH STATUTORY PROVISIONS

The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Workmen Compensation Act 1923, Employees Provident Funds and miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Tamilnadu Industrial Establishments (National & Festival Holidays) Act 1958. The Minimum Wages Act 1948, Service Tax Act and any other law applicable to the contract workmen for the time being in force or as amended from time to time.

In the event of any accident causing injury or death of his workmen engaged by the contractor, all responsibilities will rest with the contractor and MFL will have no obligation whatsoever in that respect. MFL shall not be liable for any action by third parties.

For any damage to MFL property due to negligence by the contractor, appropriate penalty will be levied on the contractor by MFL.

17. NEGOTIATION :

MFL reserves the right to go for Negotiation, if required or may finalize the tender without Negotiation. However, the decision to conduct Negotiation or not will be conveyed to short-listed bidders.

18. TIE AMONG L1 BIDDERS

In the case of a tie among the L1 bidders, the Company's decision will be final and binding

19. ABNORMALLY LOW QUOTE:

The tenderers who have quoted abnormally low rate / unworkable rate will be deal as per the Office Order CMD/IC/0133/2020 dated 23/09/2020. The submission of offer shall have no cause of action or claim against the Company for rejection of offer. The firm, whose offer is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred in connection with submission of offer or its consideration by the Company, even though the Company may opt to modify/withdraw the Invitation to Tender or does not accept the offer or cancel the tender as a whole.

OTHER TERMS & CONDITIONS

20. Rate quoted should be valid for a period of 90 days from the date of opening of Bids. Other commercial terms should be kept firm till the completion of the contract, except statutory levies. Revision, if any, in the statutory levies will be applicable.
21. In the event of placing the order, the tenderer should strictly adhere to the Terms & Conditions as mentioned in Award of Contract or as advised by MFL.
22. 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.
23. Any offer received against this tender after the due date will be summarily rejected.
24. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
25. MFL will not be bound by any general/printed provisions of Tenderer's offer.
26. Tenderer should clearly indicate the % of statutory levies if any.
27. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
28. The Firm should share the information about the Number of Partners and Professional Staff, Partner-staff ratio and other information, if warranted.
29. Weightage will be given for overall Capabilities of the Firm, Professional Team assigned for the said Audit & Firm's audit methodology, approach and use of Information Technology (IT) tools.
30. The Firm should able to substitute staff at similar levels of qualifications and experience, if necessary, etc.

31. Your Personnel shall be present on all working days of MFL [Monday thru Friday] between 8.00 am and 4.45 pm and sign the Attendance Register maintained at Internal Audit Section.
32. Transport for your personnel from any one of the boarding points to Plant at Manali and back to the same will be provided by MFL in Company Bus depending upon the availability of seats.
33. The MFL canteen facilities will be provided to your staff at applicable rates to employees for the normal consumption. The value thereof will be recovered from the Quarterly Bills for Fees.
34. If for any reason beyond control, there is a spillover of a few items remaining to be Physically verified within the cycle, your firm will undertake verification of such remaining items immediately thereafter and complete the assignment in entirety without any extra fees.
35. All the bids should be unconditional.
36. The bid, all correspondence and documents related to the bid shall be in English.
37. TA bill / claim for outstation visits by the Audit, as per norms of MFL will be paid separately.

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 owner 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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Annexure –(A)

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 Sl 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)

* * *

Annexure-(C)

(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)

* * *