

1. 51-3-22268 / SS 316 Rod, Dia 130 MM, Length 2500 MM
Forged / 3 Nos.
MATERIAL TEST CERTIFICATE & UT REQUIRED.

TENDERERS SHALL SEND THEIR OFFER UNDER TWO (2)
ENVELOPES SYSTEM IN SEALED COVERS TO REACH DGM-
MATERIALS, MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI
- 600 068 ON OR BEFORE 12.8.2010 IN TWO SEPARATE SEALED
COVERS AS BELOW :

ENVELOPE : 1

EARNEST MONEY DEPOSIT :

THE TENDERER SHALL SUBMIT THE EARNEST MONEY DEPOSIT OF
RS.9,400/- (RUPEES NINE THOUSAND AND FOUR HUNDRED
ONLY) BY WAY OF DEMAND DRAFT DRAWN IN FAVOUR
OF MADRAS FERTILIZERS LIMITED PAYABLE AT CHENNAI ONLY
ACCEPTABLE OR BANK GUARANTEE IS ACCEPTABLE AS PER
FORMAT PROVIDED VALID FOR 45 DAYS BEYOND THE OFFER
VALIDITY PERIOD.

INDEPENDENT CONFIRMATION FOR HAVING ISSUED THE BANK
GUARANTEE BY THE CONCERNED BANKERS SHOULD BE SENT
IMMEDIATELY TO DGM-MATERIALS, MADRAS FERTILIZERS LTD.,
MANALI, CHENNAI - 600 068 DIRECTLY.

EXEMPTION : VALID NSIC CERTIFICATE HOLDERS AND BIDDERS
WHO ARE REGISTERED WITH DGS&D ARE EXEMPTED FROM EMD
PAYMENT AGAINST PROOF OF DOCUMENTS INCLUDING PUBLIC
SECTOR UNDERTAKINGS ALSO PER GOVERNMENT GUIDELINES.

EMD SHALL NOT CARRY ANY INTEREST ON IT.

EMD WILL BE REFUNDED TO THE UNSUCCESSFUL TENDERERS ON
FINALISATION OF CONTRACT.

EMD OF THE SUCCESSFUL TENDERER PAID BY WAY OF DEMAND
DRAFT WILL BE ADJUSTED TOWARDS SECURITY DEPOSIT.

EMD FOR THE SUCCESSFUL TENDERER IF SUBMITTED BY WAY OF
BANK GUARANTEE WILL BE RETURNED ONLY AFTER SUBMISSION
OF 5% OF THE CONTRACT VALUE TOWARDS SECURITY DEPOSIT.

TENDER WITHOUT EMD WILL NOT BE CONSIDERED FOR
EVALUATION AND SHALL BE REJECTED.

EMD SHALL BE FORFEITED IF THE TENDERER RESILES FROM THEIR OFFER OR MODIFIES THE TERMS AND CONDITIONS THEREOF.

ENVELOPE : 2 – PRICE BID IN SEALED COVER SHOULD CONTAIN ONLY DETAILED OFFER OF RATE F.O.R. / EX-WORKS, PACKING & FORWARDING CHARGES, APPLICABLE DUTIES & TAXES, DELIVERY CHARGES, ANY OTHER CHARGES, ETC., PLEASE MENTION “PRICE BID” / ENQUIRY NO. AT THE TOP OF THE COVER. OFFER VALIDITY SHOULD BE 90 DAYS FROM THE DATE OF OPENING THE PRICE BID AND PRICE SHOULD BE KEPT FIRM.

PERFORMANCE SECURITY : SUCCESSFUL TENDERER SHALL HAVE TO MAKE SECURITY DEPOSIT 5% OF THE CONTRACT VALUE WITHIN 21 DAYS FROM THE DATE OF PURCHASE ORDER BY DEMAND DRAFT / BANK GUARANTEE IN MFL'S APPROVED FORMAT VALID FOR 60 DAYS BEYOND THE COMPLETION OF THE PURCHASE ORDER QUANTITY.

INDEPENDENT CONFIRMATION FOR HAVING ISSUED THE BANK GUARANTEE BY THE CONCERNED BANKERS SHOULD BE SENT IMMEDIATELY TO DGM-MATERIALS, MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI 600 068 DIRECTLY.

UPON RECEIPT OF BANK GUARANTEE, THE SECURITY DEPOSIT WILL BE REFUNDED IMMEDIATELY IF DEMAND DRAFT IS SUBMITTED BY EMD.

SUBMISSION OF BID / OFFER :

TWO COVERS 1 & 2 SHOULD BE SEALED INDIVIDUALLY AND PUT TOGETHER IN A MASTER COVER SEALED AND ADDRESSED TO DGM-MATERIALS, MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI 600 068 SUPERSCRIBING THE ENQUIRY NO. & DATE.

OTHER CONDITIONS

ANY OFFER RECEIVED AGAINST OUR ENQUIRY FROM SISTER CONCERN / ASSOCIATE CONCERN IS SUMMARILY REJECTED.

LATE BID : TENDERS RECEIVED AFTER DUE DATE WILL BE REJECTED.

DELIVERY OF MATERIAL SHALL BE AS STATED IN THE SCHEDULE OF TENDER / ORDER.

MFL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS OR ANY PART THEREOF WITHOUT ASSIGNING ANY REASON WHATSOEVER.

QUOTE SHOULD BE FOR PER NO. OTHER THAN PER NO. WILL BE SUMMARILY REJECTED.

SPECIAL INSTRUCTIONS FOR SUBMITTING OFFER AGAINST OUR
ENQUIRY NO.M5131208/RP/T

1. YOUR QUOTATION SHOULD BE VALID FOR A PERIOD OF 90 DAYS AND PRICE QUOTED SHOULD BE FIRM.
2. TECHNICAL DETAILS, DRAWINGS, LITERATURES, CATALOGUES, LEAFLETS, ETC. SHOULD BE FURNISHED ALONG WITH THE QUOTATION.
3. TEST CERTIFICATE SHOULD BE PRODUCED WHEREVER NECESSARY, ALONG WITH SUPPLY.
4. DOES YOUR OFFER CONFORM TO OUR SPECIFICATIONS FULLY? IF NOT, LIST VARIATIONS
5. PLEASE STATE THE GUARANTEES YOU OFFER.
6. PLEASE STATE ORIGIN OF THE PRODUCT OFFERED– INDIGENOUS/ IMPORTED
7. PLEASE CONFIRM ACCEPTANCE FOR 60 DAYS CREDIT
8. PLEASE INDICATE THE % OF EXCISE DUTY, SURCHARGE ON EXCISE DUTY, VAT / CST, WITHOUT WHICH YOUR OFFER SHALL BE LIABLE TO BE IGNORED.

TERMS & CONDITIONS

1. NO PRICE INCREASE OR CHANGE IN THE SPECIFICATION OF THE GOODS TO BE SUPPLIED / TO BE PERFORMED SHALL BE PERMITTED WITHOUT SENIOR PURCHASE OFFICER'S / ASST MANAGER'S WRITTEN AUTHORISATION.
2. ALL CENTRAL, STATE OR MUNICIPAL TAXES, DUTIES AND LEVIES PAYABLE ON THE GOODS OR SERVICE, IF ANY, MUST BE SHOWN SEPARATELY IN THE QUOTATION.
3. FAILURE TO COMPLY WITH SPECIFICATIONS, TERMS AND CONDITIONS OF THIS ORDER OR TO PERFORM OR DELIVER AS PROMISED SHALL ENTITLE THE PURCHASER TO CANCEL ALL OR ANY PART OF THIS ORDER. IN THE EVENT OF SUCH CANCELLED ITEM, NOTHING HEREIN SHALL LIMIT PURCHASER'S RIGHTS IN THE EVENT OF SUCH FAILURE TO DELIVER OR PERFORM.

4. PURCHASER SHALL HAVE THE RIGHT TO INSPECT AND TEST GOODS AT ANY TIME AND TO REJECT UNACCEPTABLE GOODS. THE SUPPLIER SHALL ARRANGE COLLECTION OF THE REJECTED MATERIALS FROM THE PURCHASER AT HIS COST.
5. SUPPLIER WARRANTS THAT THE GOODS DESCRIBED HEREIN, AND SALE OR USE OF THEM WILL NOT INFRINGE ANY PATENT AND SUPPLIER CONVENANTS THAT HE WILL DEFEND AT HIS OWN COST AND EXPENSE EVERY ACT WHICH MAY BE BROUGHT AGAINST THE PURCHASER OR AGAINST THOSE SELLING OR USING THE PURCHASER'S PRODUCTS FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT BY REASON OF THE SALE OR USE OF SUCH ARTICLES AND SUPPLIER AGREES TO PAY ALL COSTS, DAMAGES, LIENS AND PROFITS RECOVERABLE IN ANY SUCH ACTION.
6. NOTWITHSTANDING PURCHASER'S ACCEPTANCE OR RIGHT TO INSPECTION AND / OR ANY OTHER TERMS AND CONDITIONS PROVIDED IN THE PURCHASE ORDER, SUPPLIER WARRANTS THAT ALL GOODS SUPPLIED HEREUNDER ARE FREE FROM ANY DEFECTS IN DESIGN MATERIALS AND WORKMANSHIP AND THAT THEY FULLY COMPLY WITH THE SPECIFICATIONS. PURCHASE ORDER WILL BE ISSUED IN RELIANCE ON THE AFOREMENTIONED WARRANTY OF THE SUPPLIER.
7. THE SUPPLIER WILL ADVISE DESPATCH OF THE GOODS AND NOTE THE DESTINATION OF THE MATERIAL, DEMURRAGE, OTHER EXPENSES INCURRED OWING TO THE SUPPLIERS NOT COMPLYING WITH THE PURCHASER'S INSTRUCTION WILL BE TO THE SUPPLIER'S ACCOUNT AND DEDUCTED FROM THE PRICE OF THE GOODS. WHEREVER THE TERMS OF DELIVERY IS F.O.R DESTINATION, THE PRICE QUOTED IS INCLUSIVE OF TRANSIT RISK.
8. THE ENQUIRY SHALL NOT BE ASSIGNED TO ANYBODY BY THE SUPPLIER WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE PURCHASER.

9. THE SUPPLIER WILL GIVE A PERFORMANCE GUARANTEE COVERING A PERIOD OF 12 MONTHS IN REGARD TO THE SATISFACTORY PERFORMANCE OF THE EQUIPMENT SUPPLIED EFFECTIVE FROM THE DATE OF INSTALLATION / ERRECTION / OPERATION OF EQUIPMENT OR 18 MONTHS FROM THE DATE OF SUPPLY, WHICHEVER IS EARLIER, UNLESS OTHERWISE ADVISED.
10. THE GOODS WILL BE INSURED BY THE PURCHASERS, UNLESS OTHERWISE ADVISED.
11. ARBITRATION : ALL MATTERS OF DISPUTE ARISING OUT OF THE PURCHASE ORDER SHALL BE REFERRED TO A SOLE ARBITRATOR WHO WILL BE THE CHAIRMAN & MANAGING DIRECTOR OF THE COMPANY AND HIS DECISION/AWARD SHALL BE FINAL AND BINDING ON THE COMPANY AND THE SUPPLIER.
12. THE RESPECTIVE RIGHTS, PRIVILEGES, DUTIES AND OBLIGATION OF THE PURCHASER AND THE SUPPLIER UNDER THE PURCHASE ORDER SHALL BE GOVERNED AND DETERMINED BY THE LAWS OF THE STATE OF TAMIL NADU AND THE REPUBLIC OF INDIA, IN CHENNAI.

BANK GUARANTEE FOR FURNISHING EMD

Whereas (herein after called the 'tenderer") has submitted their offer datedfor the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No..... KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto Madras Fertilizers Limited (hereinafter called the "Purchaser") in the sum of Rupees 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 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

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