

**MADRAS FERTILIZERS LIMITED**

**(A Govt. of India Undertaking)**

**Manali, Chennai – 600 068**

**PhNos. 044 2594 5311 / 2594 5312 / 2594 5478**

**[purchase7@madrasfert.co.in](mailto:purchase7@madrasfert.co.in) / [purchase1@madrasfert.co.in](mailto:purchase1@madrasfert.co.in)**

**WEB ADVERTISEMENT**

**PROCUREMENT OF 2" X SCH XXS & 2" XSCH 80 SS-304 SEAMLESS PIPES**

**TENDER NO: W6200308 DT. 13-07-2017 (DUE ON: 03-08-2017)**

<b><u>DESCRIPTION, QUANTITY IN MTRS AND ARTICLE CODES</u></b>	
1	<p><b>1) PIPE SEAMLESS, BW (BEVELLED ENDS)</b> <b>MATERIAL : ASTM SPEC 312 TYPE SS 304 ANSI B 36.10</b> <b>SIZE : 2" X SCH XXS</b> <b>MFR'S &amp; MTC TO BE PROVIDED ALONG WITH SUPPLY.</b> <b>INDIAN MAKE ONLY.</b></p> <p><b>QUANTITY : 15 MTRS, ARTICLE CODE : 62-0-24102</b></p> <p><b>2) PIPE SEAMLESS, BW (BEVELLED ENDS)</b> <b>MATERIAL : ASTM SPEC 312 TYPE SS 304 ANSI B 36.10</b> <b>SIZE : 2" X SCH 80</b> <b>MFR'S &amp; MTC TO BE PROVIDED ALONG WITH SUPPLY.</b> <b>INDIAN MAKE ONLY.</b></p> <p><b>QUANTITY : 50 MTRS, ARTICLE CODE : 62-0-30038</b></p> <p><b>MATERIAL COMPOSITION WILL BE ANALYSED BY USING ALLOY ANALYSER AND LAB TEST. MATERIAL THICKNESS WILL BE MEASURED AT MFL BY UT METHOD AND MFL MEASUREMENT IS FINAL.</b></p> <p><b>QUANTITY PROVISION: +/-10% AT THE DISCRETION OF MFL.</b></p> <p><b>“OFFERS SHOULD BE SUBMITTED AS PER TECHNO-COMMERCIAL BID FORMAT (ANNEXURE-4) AND PRICE BID FORMAT (ANNEXURE-5)”.</b></p>
2	<p>Last Date for Bid Submission</p> <p>03-08-2017 @ 16.30 Hrs</p>
3	<p>Bid Opening date</p> <p>04-08-2017 @ 13.30 Hrs</p>
4	<p>Bid Validity</p> <p>90 Days from the date of Bid Opening</p>
5	<p>Delivery Period</p> <p>Within 3Weeks from the date of LOI / Purchase Order</p>
6	<p>Type of Bidding</p> <p>Two Part Part 1 – Techno-Commercial Bid Part 2 – Price Bid</p>

7	<u>Cover Details: (Refer Annexure 1)</u> Sealed Cover 1 – Techno-Commercial Bid Sealed Cover 2 – Price Bid Sealed Cover 3 – (Outer Cover containing the above 2 Covers)	
8	<u>Sequence of Opening of Covers:</u> Offers received will be serially numbered on Outer Cover (Cover 3). Outer Cover will be opened and all the two Covers will be taken out. Among the two Covers, Techno-Commercial bid will be opened first. After evaluation of Techno-Commercial bid only, the Price bids of Techno-Commercially qualified bids will be opened.	
9	Payment Term	30 Days Credit Payment thru RTGS from the date of receipt of Material, subject to acceptance (Refer Annexures 2 & 6).
10	Bid Evaluation Basis	Techno-Commercially Qualified Overall L1 basis
11	Liquidated Damages (LD) Clause	Applicable (Refer : Annexure 3)
12	Negotiation	Will be conducted, if required
13	Quantity Provision	+/-10% at the at discretion of MFL
14	Terms & Conditions	Refer : <b>Annexure 3</b>
15	Formats: Techno-Commercial Bid Format ( <b>Annexure 4</b> ), Price Bid Format ( <b>Annexure 5</b> ) and RTGS Format ( <b>Annexure 6</b> )	

**NOTE : OFFERS RECEIVED WITH ANY DEVIATIONS WITH RESPECT TO TENDER TERMS, CONDITIONS, PAYMENT TERM, DELIVERY TERM, VALIDITY OF OFFER, INCOMPLETE (NOT FILLED IN) OFFER, ETC., WILL BE LIABLE FOR REJECTION.**

**DGM – Materials Management  
Madras Fertilizers Limited**

**Annexure 1**

**COVER DETAILS**

Offer should be sent in sealed covers as detailed below:-

**Cover 1:** To contain Techno-Commercial bid as per the format prescribed in **Annexure-4**. Cover should be sealed & superscribed as

**“Cover 1 - Techno-Commercial Bid for Tender No : W6200308 DT. 13-07-2017”**

**Cover 2:** To contain Price Bid as per the format prescribed in **Annexure-5**. Cover should be sealed & superscribed as

**“Cover 2 - Price Bid for Tender No: W6200308 DT. 13-07-2017”**

All the above two sealed Covers 1 and 2 should be put in a separate 3<sup>rd</sup> Outer Cover. The 3<sup>rd</sup> Outer Cover should be sealed & superscribed as

**“TENDER NO : W6200308 DT. 13-07-2017 (DUE ON: 03-08-2017)”**

& the same should be addressed and sent to

The Deputy General Manager (Matls. Mgmt)  
Madras Fertilizers Limited  
Manali, Chennai – 600 068

**SINCE THE TENDERS ARE INVITED IN TWO STAGE BIDDING, TENDERERS ARE REQUIRED TO SUBMIT THE TENDERS AS DETAILED ABOVE. TENDERS, WHICH ARE NOT SUBMITTED AS STIPULATED, WILL NOT BE CONSIDERED AND LIABLE TO BE REJECTED.**

## **ANNEXURE :2**

### **TERMS OF PAYMENT & MODE OF PAYMENT**

- Payment will be made on **30 Days Credit Payment** from the date of receipt of Material, subject to acceptance thru' RTGS. **Tenderer to quote only for credit payment offering a credit period of 30 Days. Payment becomes due only from the 31<sup>st</sup> day from the date of supply, subject to acceptance of the material. Tenderer/Contractor shall not be entitled for any interest on delayed payment, where the delay is reasonable and due to process time and/or force majeure situation.**
- Offers with payment term such as “payment thru Proforma Invoice” or “Payment against documents thru bank” or “Payment thru letter of credit” etc., **will be summarily rejected.**
- Invoices to be forwarded to **AGM – Corporate Accounts, Madras Fertilizers Limited, Manali, Chennai 600 068.** Bills submitted should be duly supported by proof of delivery.
- Invoices should be clearly marked with MFL Purchase Order No. and date and the tenderer's DC No. and Date.
- **Payment will be made only thru RTGS**, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.
- RTGS Form (**Annexure-6**) to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment.

### **ANNEXURE-3 TERMS & CONDITIONS**

- Conditional offers will not be considered.
- 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 / execution of the purchase order, except statutory levies. Revision, if any, in the statutory levies will be applicable, subject to adherence to other commercial terms like “delivery period”, etc.
- In the event of placing the order, the tenderer should strictly adhere to the delivery date and should accept to deliver the ordered items on or before the delivery date as mentioned in the purchase order or as advised by MFL
- 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.
- Any offer received against this tender from sister / associate concern and/or multiple offers received from different organization but with the same Head Office, and different branch offices and/or vice versa and/or offers received from bidder who is also a constituent of another bidder and/or offers received after the due date will not be considered.
- Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
- MFL will not be bound by any general/printed provisions of Tenderer’s offer.
- Tenderer should clearly indicate the GST %, wherever applicable. In case of any change in the GST, the same will be applicable from the effective date of implementation.
- MFL shall have the right to inspect and test goods at any time and to reject unacceptable goods. The tenderer shall arrange collection of the rejected materials from MFL at his cost.
- Notwithstanding purchaser’s acceptance or right to inspection and / or any other terms and conditions provided in the purchase order, tenderer 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 tenderer.
- The tenderer will advise despatch of the goods and note the destination of the material, demurrage, other expenses incurred owing to the tenderers not complying with the purchaser’s instruction will be to the tenderer’s account and deducted from the price of the goods.
- Tenderer will coordinate with MFL representative to unload the Materials at MFL Stores / Site as per MFL instructions. If necessary, Vehicle loads of material may be weighed at MFL Weigh Bridge. The weight recorded in MFL Weigh Bridge or the weight declared by the vendor in their DC / Invoice, whichever is less is final and binding.
- The Measurement recorded at MFL Stores is final and is applicable for payment
- The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
- Tenderer warrants that the goods described herein, and sale or use of them will not infringe any patent and tenderer covenants 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 tenderer agrees to pay all costs, damages, liens and profits recoverable in any such action.

- MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
- Eligible NSIC registered Micro, Small & Medium Enterprises (MSMEs) participating in this tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL. Such bidders may be allowed to supply up to 20% of the Purchase Order value if they are prepared to bring down the price equal to or less than the L1 price quoted by the Non MSMEs and where it is feasible to place Order on more than one vendor by splitting the quantity.
- **Liquidated Damages (LD) Clause** : In the event of placement of order on the successful tenderer, timely execution of the order per purchase order terms and delivery of the items within the delivery period as stipulated in the purchase order is very important. If the items are not delivered on or before the delivery date specified in the purchase order, MFL reserves the right either to reject the material if supplied subsequently, or to receive the material subject to imposition of penalty at the rate of 0.5% of the invoice value for every week of delay or part thereof from the specified date of delivery subject to a maximum of 5% of the purchase order value PO Value includes Basic Order value + applicable Statutory Levies and Freight & Transit Insurance charges (if applicable). LD Clause is applicable for the part of the quantity, which is delivered late.
- **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 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, Tamilnadu.
- **Rejection Clause** : Tenderers should submit their offer as per MFL's specification and should accept MFL's terms and conditions. Otherwise offers will be liable for rejection

#### UNDERTAKING

##### THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed by the tenderer are true, accurate & with the best knowledge of the tenderer.
- Confirms that awarding of the contract/purchase order based on the bids of the tenderer is 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.
- Accepts LD Clause and agrees to invocation of the respective clause in case of non-fulfilment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.

Signature of the authorised Person :  
 Name of the authorised Person :  
 Designation of the authorised Person :  
 Company's Seal :

**ANNEXURE 4 : TECHNO-COMMERCIAL BID FORMAT**  
**PROCUREMENT OF 2" X SCH XXS & 2" XSCH 80 SS-304 SEAMLESS PIPES**  
**TENDER NO : W6200308 DT. 13-07-2017 (DUE ON 03-08-2017)**

**YOUR OFFER REF : \_\_\_\_\_ DATED \_\_\_\_\_**

Name of the Tenderer	
Address	
E-Mail ID	
Phone Nos.	
Detailed Technical Specification offered	
Indian Make only	Yes
Mfr's and Material Test Certificate should be provided along with supply	Yes
<b>COMMERCIAL TERMS</b>	
Payment Term	30 Days Credit Payment thru RTGS from the date of receipt of Material, subject to acceptance.
Delivery Period Required	Within 3 Weeks from the date of LOI / Purchase Order
Delivery Term	Free Delivery of Materials at MFL Stores
Delivery Place	MFL Stores
Offer Validity	90 Days from the date of bid opening
Packing & Forwarding Charges	To Vendor's Account only
Freight & Transit Insurance Charges	To Vendor's Account only
Acceptance for LD Clause as per Annexure-3	Yes
Acceptance to all tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :  
Name of the authorised person :  
Designation of the authorised person :  
Company's Seal :

**ANNEXURE :5 - PRICE BID FORMAT**  
**PROCUREMENT OF 2" X SCH XXS & 2" XSCH 80 SS-304 SEAMLESS PIPES**  
**TENDER NO : W6200308 DT. 13-07-2017 (DUE ON 03-08-2017)**

**YOUR OFFER REF :** \_\_\_\_\_ **DATED** \_\_\_\_\_

Sl	Description	Article Codes	Qty (Mtrs.)	Basic Rate per Mtr. in Rs
1	Pipe Seamless, BW (Bevelled Ends), Material : ASTM Spec 312 Type SS-304 ANSI B 36.10. Size : 2" X SCH XXS Indian Make only	62-0-24102	15	
2	Pipe Seamless, BW (Bevelled Ends), Material : ASTM Spec 312 Type SS-304 ANSI B 36.10. Size : 2" X SCH 80 Indian Make only	62-0-30038	50	
3	GST in %			
4	GST in Rs.			
5	Landed Rate per Mtr for 2" X Sch XXS Seamless BW Pipe to ASTM Spec 312 Type SS-304 ANSI B 36.10 (Sl.Nos. 1+4)			
6	Landed Rate per Mtr for 2" X Sch 80 Seamless BW Pipe to ASTM Spec 312 Type SS-304 ANSI B 36.10 (Sl. Nos. 2+4)			
7	Landed Value for 2" X Sch XXS Seamless BW Pipe to ASTM Spec 312 Type SS-304 ANSI B 36.10 (Sl. No.5 X 15 Mtrs)			
8	Landed Value for 2" X Sch 80 Seamless BW Pipe to ASTM Spec 312 Type SS-304 ANSI B 36.10. (Sl. No.6 X 50 Mtrs)			
9	Total Overall Landed Value for both the items (Sl. Nos.7 + 8 )			

For E-pro reference

Note: Vendors are quoting the price and uploading this format along with NIT. Hence, this Annexure will not form 'part and parcel' of published NIT. There is a separate Price Bid, (as above) form E-pro Cell and the bidders are supposed to quote in that Price Bid only. This Annexure -5 is placed in this file only to seek approval of the Price Bid format.



**ANNEXURE 6**

**MADRAS FERTILIZERS LIMITED  
BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.		FAX No.		
EMAIL ID				
CONTACT PERSONS'S NAME				DESIGNATION:
MOBILE NO.				
EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE				
BANK ACCOUNT NO.				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE		
VENDOR'S BANK ACCOUNT NO.		NEFT CODE		
		RTGS CODE		
BANK SWIFT CODE (For Foreign Vendors)		IFSC CODE		
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)		
ARE YOU A	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras Fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place: \_\_\_\_\_ Signature of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Seal : \_\_\_\_\_ Designation: \_\_\_\_\_

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
------------------------	--

RTGS-Real Time Gross Settlement Code  
IFSC- Indian Financial System Code

NEFT-National Electronic Funds Transfer