

MADRAS FERTILIZERS LIMITED
 (A GOVT. OF INDIA UNDERTAKING)
 MANALI, CHENNAI 600 068
 TELEPHONE: 25945311 / 25945318
 E-MAIL: purchase2@madrasfert.co.in

PROCUREMENT OF GADA CLOTH-UNSTARCHED (ANNUAL REQUIREMENT)

TENDER No. W4340609 dt.17.08.2017 due date.06/09/2017

<u>DESCRIPTION / ARTICLE CODE / QUANTITY</u>			
1	<p>GADA CLOTH – UNSTARCHED. WIDTH NOT LESS THAN 115 CMS . FABRIC WEIGHT NOT LESS THAN 35 GMS PER SQUARE METRE.</p> <p>QUANTITY PROVISION: + 5% AT THE DISCRETION OF MFL</p> <p>QUANTITY: 10000 MTRS. ARTICLE CODE: 43-4-15030</p>		
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8	<p><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)</p>		
9	<p><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 bids only, the Price bids of Techno-Commercially qualified bids will be opened.</p>		
10	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Payment Term</td> <td>30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer. (Refer Annexure 2 & 6)</td> </tr> </table>	Payment Term	30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer. (Refer Annexure 2 & 6)
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14	<p>Formats: Techno-Commercial Bid Format (Annexure 4), Price Bid Format (Annexure 5), RTGS Format (Annexure 6).</p>		

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.

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 -TENDER No. W4340609 dt. 17.08.2017 due date 06.09.2017”

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

“Cover 2 - Tender No. W4340609 dt. 17.08.2017 due date 06.09..2017”

All the above two sealed covers 1 and 2 should be put in a separate 3rd outer cover.

The 3rd outer cover should be sealed & superscribed as **“Tender No. W4340609 Dt. 17.08.2017 (Due On. 06.09.2017) & 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 only 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 31st 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

1. Conditional offers will not be considered.
2. 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.
3. 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
4. Any unsolicited letter / fax / e-mail on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.
5. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
6. MFL will not be bound by any general/printed provisions of Tenderer's offer.
7. 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.
8. 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.
9. 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.
10. 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.
11. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
12. 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.
13. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever
14. **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. Purchase order value includes basic PO Value plus applicable statutory levies & Freight and transit insurance charges(if applicable). LD clause is applicable for the part of the quantity, which is delivered late.

15. **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, Tamil nadu.
16. **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 for invocation of the 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 GADA CLOTH

YOUR OFFER REF NO.....DATED.....

1	<u>Name of the Tenderer:</u>	
2	<u>Address:</u>	<u>E-mail:</u> <u>Mobile:</u> <u>Land Line:</u>
3	<u>Payment Term:</u> Payment after 30 days from the date of receipt of material subject to acceptance.	Accepted
4	Acceptance to receive payment thru RTGS/NEFT	Accepted
5	<u>Contract Period: One Year from the date of LOI/PO</u>	Accepted
6	<u>Delivery Period:</u> Qty. ordered to be delivered in stages (staggered delivery) per our periodical instructions thru email during the contract period. Dely to be effected within 10 days from the date of such periodical instructions.	Accepted
7	<u>Delivery Term:</u> Free delivery MFL Stores, Manali, Chennai-600 068	Accepted
8	<u>Freight & Transit insurance charges</u>	To vendor's account only
9	<u>Offer Validity:</u> 90 days from the date of opening of Tender	Accepted
10	<u>Packing & Forwarding charges</u>	To vendor's account only
11	LD Clause (Refere Annexure-3, Sl.No.14)	Accepted
12	Quantity Provision: + 5%	Accepted
13	All other terms & conditions per NIT	Accepted

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

ANNEXURE 5 - PRICE BID FORMAT

PROCUREMENT OF GADA CLOTH

YOUR OFFER REF NO.....DATED.....

Sl. No.	Description/ Article Code (a)	Qty in mtrs. (b)	Basic rate per Mtr. in Rs In words & Figures (c)
1	GADA CLOTH WIDTH NOT LESS THAN 115 CMS FABRIC WEIGHT NOT LESS THAN 35 GMS PER SQUARE METRE.UNSTARCHED. <u>Article Code: 43-4-15030</u>	10000	
2	GST in percentage (%)		
3	GST in Rupees		
4	Landed rate per Mtr.(1c + 3)		
5	Total Landed Value for 10000 Mtrs. (sl.no.4 x 10000.)		

Rate to be quoted in Metres only

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

Company's Seal :

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)				
	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	A. 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 Authorised Signatory:

Date :

Name :

Seal :

Designation :

(To be filled by MFL in case of ordering)

MFL Purchase Order No.

RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds Transfer
IFSC- Indian Financial System Code