

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 bids only, the Price bids of Techno-Commercially qualified bids will be opened.	
9	Security Deposit - Nil	
10	Payment Term	30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer (Refer Annexures 2 and 6)
11	Bid Evaluation Basis	Techno-Commercially qualified L1 basis per Price bid format
12	Negotiation	If Required
13	Terms & Conditions	Refer (Annexure 3)
14	Formats: Techno-Commercial Bid Format (Annexure 4), Price Bid Format (Annexure 5), and RTGS Format (Annexure 6)	

Note: Offers received with any deviations with respect to Tender Terms, Conditions, Payment term, Delivery term, etc. will be liable for rejection.

**DY GENERAL MANAGER
COMMERCIAL & 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.....;
Date:.....”**

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: Date:.....”

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 :....., Date:..... (Due on:)”

& the same should be addressed and sent to

The Deputy General Manager (C & MM)
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 Term - **30 days Credit only** from the date of receipt of material, subject to acceptance. **Tenderer to quote only for credit payment offering a credit period of 30 days.**
- Offers with payment term such as **“payment thru Pro forma Invoice”** or **“payment against documents thru bank”** or **“payment thru letter of credit”** etc., will be summarily rejected.
- Invoices to be forwarded to JGM-CA Madras Fertilizers Limited, Manali, Chennai 600 068, along with 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. Any offer received against this tender from sister / associate concern and/or offers received after the due date will be summarily rejected
6. Canvassing in any form is strictly prohibited and the tenderers who resort to canvassing in any form shall be disqualified.
7. MFL will not be bound by any general/printed provisions of Tenderer’s offer.
8. Tenderer should clearly indicate the % of statutory levies i.e GST
9. 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.
10. 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.
11. Demurrage, other expenses incurred owing to the tenderers not complying with the purchaser’s instruction will be to the tenderer’s account
12. The enquiry shall not be assigned to anybody by the tenderer without obtaining the prior written consent of MFL.
13. 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.

14. NSIC registered Micro & Small Enterprises (MSEs) participating in the tender and quoting price within L1 + 15% may be considered at the sole discretion of MFL and 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 MSEs.
15. MFL reserves the right to accept or reject any or all the tenders or any part thereof without assigning any reason whatsoever.
16. **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.
17. **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.
18. **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.

19. **SUMMARY TERMINATION**

MFL reserves the right to terminate the supply contract due to any failure/breach on the part of the tenderer in discharging the services under the contract, or in the event of vendor becoming insolvent or going into liquidation. The decision of Madras Fertilizers Limited about the breach/failure on the part of the tenderer shall be final and binding on the tenderer.

MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the tenderer of any of the terms and conditions of the Supply, or due to the tenderer's inability to perform as agreed for any reason whatsoever, to terminate the supply contract forthwith and get the supplies at the risk and cost of the tenderer and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL. The decision of Madras Fertilizers Limited about the losses, breach/failure on the part of the tenderer shall be final and binding on the tenderer and shall not be called into question.

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 Clauses and agrees to invocation of the respective clause(s) 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 :

ANNEXURE 4: TECHNO-COMMERCIAL BID FORMAT
YOUR OFFER NO.....DT.....

Name of the Tenderer	
Address	
Detailed Technical Specification offered	
Payment Term	30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer.
Delivery Period	3 weeks from the date of PO / LOI
Delivery Term	Free Delivery of Materials at MFL Stores
Delivery Place	MFL Stores
Offer Validity	90 Days from the date of bid opening
Freight & Insurance Charges	To Vendor's Account
Acceptance for submission of Security Deposit of 5%	N.A.
Acceptance for LD Clause as per Annexure-3	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

ANNEXURE -5

MODEL BID FORMAT

PRICE DETAILS				
SI No	Description	QTY Nos.	Basic Rate per No.(in words & figures)	Total Basic Cost (Basic Rate per No. X Total Qty.)
	(a)	(b)	(c)	(d)
1	SPARES FOR HM PAYLOADER MODEL 20-21 CHASIS FRONT END LOADER VENDOR: HINDUSTAN MOTORS LTD RADIATOR & RADIATOR HOSES RADIATOR PART NO. 81004622- HT WITH BUILT-IN OIL COOLER ARTICLE CODE: 11-5-68510	3.00		
2	GST %			
3	GST (in RS.)			
4	Landed Value (1d+3d)			

Signature of the authorised person :

Name of the authorised person :

Designation of the authorised person :

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 PERSON'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	GST	SSI	OTHERS
NUMBER			

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
IFSC- Indian Financial System Code