

**MADRAS FERTILIZERS LIMITED****(A GOVT. OF INDIA UNDERTAKING)****MANALI, CHENNAI 600 068****TELEPHONE: 25945311 / 25945319****FAX: 25941621****E-MAIL: [purchase4@madrasfert.co.in](mailto:purchase4@madrasfert.co.in);****WEB ADVERTISEMENT****PROCUREMENT OF 6 INCH 300 LB RATING GATE VALVE, FLANGED, CS****TENDER No. W8323011/WEB dt. 09-11-2017 date 30-11-2017**

1	<p><b><u>DESCRIPTION / ARTICLE CODE / QUANTITY</u></b></p> <p>VALVES, GATE, FLANGED, CAST CARBON STEEL  MFR'S TEST CERTIFICATE REQD.WITH SUPPLY.  VALVE GATE FLANGED  CAST STEEL  TO ASTM A216 GRADE WCB  OUTSIDE SCREW AND YOKE  RAISED FACE,RISING STEM  FLANGED AND DRILLED TO  ASA STANDARD  13 PERCENT CHROME TRIM  BOLTED BONNET  RENEWABLE SEAT  MANUFACTURING STDS: API598/API 600/ANSI  B16.10/ANSI B16.34/ANSI B16.5/MSS-SP45  AS PER SPEC. VALVE DATA SHEET NO.4138651  PAGE: 03.05.14, ITEM NO.GAV 212  MFR'S AND MATERIAL TEST CERTIFICATES  ARE TO BE PRODUCED ALONG WITH SUPPLY.</p> <p>SIZE 6 INCH 300 LB.RATING  ARTICLE CODE : 83-2-50824</p> <p style="text-align: right;">No. 2.00</p>
2	Last Date for Bid Submission <b>30.11.2017 Before 4.30 p.m.</b>
3	Bid Opening Date <b>01.12.2017 at 2.30p.m. (Next Day)</b>
4	Bid Validity 90 days from the date of Bid Opening
5	Delivery Period Within 12 weeks from the date of Purchase Order
6	Type of Bidding Two Part Part 1 – Techno-Commercial Bid Part 2 – Price Bid
7	<p><b><u>Cover Details: (Refer Annexure 1)</u></b></p> <p>Sealed Cover 1 – Techno-Commercial Bid  Sealed Cover 2 – Price Bid  Sealed Cover 3 – (Outer cover containing the above 2 covers)</p>
8	<p><b><u>Sequence of opening of covers:</u></b></p> <p>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>

9	Payment Term	<b>30 days Credit Payment only from the date of receipt of material, subject to acceptance thru RTGS / NEFT transfer. (Refer Annexures 2 &amp; 6)</b>
10	Bid Evaluation Basis	Techno-Commercially qualified L1 basis
11	Negotiation	Will be conducted, if required
12	Terms & Conditions	Refer ( <b>Annexure 3</b> )
13	Formats: Techno-Commercial Bid Format ( <b>Annexure 4</b> ), Price Bid Format ( <b>Annexure 5</b> ), 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 – Commercial & Materials Management  
Madras Fertilizers Limited  
Manali, Chennai-600 068**

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. W8323011/WEB dt. 09-11-2017 due date. 30-11-2017”**

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

**“Cover 2 - TENDER No. W8323011/WEB dt. 09-11-2017 due date. 30-11-2017”**

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. W8323011/WEB dt. 09-11-2017 due date. 30-11-2017”**

& the same should be addressed and sent to

**The Deputy General Manager (Commercial & 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 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**

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 on 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. NSIC registered Micro, Small & Medium Enterprises (MSMEs) 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 where it is feasible to place order on more than one bidder by splitting the quantity, provided such bidder is prepared to bring down the price equal to or less than the L1 price quoted by the Non-MSME’s.

15. **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 other levies such as GST etc. and freight charges if any. LD clause is applicable for the part of the quantity, which is delivered late.
16. **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.

### **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 SD and 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 :

Company's Seal :

**ANNEXURE 4: TECHNO-COMMERCIAL BID FORMAT**

**PROCUREMENT OF 6 INCH 300 LB RATING GATE VALVE, FLANGED CS**

**TENDER NO: W8323011/WEB dt. 09-11-2017 due date. 30-11-2017**

1	<b><u>Name of the Tenderer:</u></b>	
2	<b><u>Address:</u></b>	<b><u>E-mail:</u></b> <b><u>Mobile:</u></b> <b><u>Land Line:</u></b>
3	<b><u>Payment Term:</u></b> Payment after 30 days from the date of receipt of material subject to acceptance to receive payment thru RTGS/NEFT	Accepted
4	<b><u>Delivery Period:</u></b> Within 12 weeks from the date of PO / LOI	Accepted
5	<b><u>Delivery Term:</u></b> Free delivery at MFL Stores, Manali, Chennai-600 068	Accepted
6	<b><u>Packing &amp; Forwarding Charges:</u></b> To Vendor's Account	Accepted
7	<b><u>Freight &amp; Insurance Charges</u></b> To Vendor's Account	Accepted
8	<b><u>Offer Validity:</u></b> 90 days from the date of opening of Tender	Accepted
9	LD Clause (Refer Annexure-3, Sl.No.15)	Accepted
10	All other terms & conditions in Annexure -3	Accepted
11	Submission of MFR's, Material Test Certificate & Submission of Guarantee / Warranty Certificate with supply in the event of placement of order	Accepted

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

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 6 INCH 300 LB RATING GATE VALVE, FLANGED CS**

**TENDER No. W8323011/WEB dt. 09-11-2017 due date. 30-11-2017**

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

Sl. No.	Description/ Article Code (a)	Qty. (b)	Basic Rate per No. in Rs. (c)	Total Basic Value= Basic rate per No. X Qty. (d)
1	<b>VALVES, GATE, FLANGED, CAST CARBON STEEL SIZE 6 INCH 300 LB RATING ART.CODE: 83-2-50824 VALVE GATE FLANGED CAST STEEL TO ASTM A216 GRADE WCB OUTSIDE SCSREW AND YOK RAISED FACE, RISING STEM FLANGED AND DRILLED TO ASA STANDARD 13 PERCENT CHROME TRIM BOLTED BONNET RENEWABLE SEAT MANUFACTURING STDS: API598/API 600/ANSI B16.10/ANSI B16.34/ANSI B16.5/MSS-SP45 AS PER SPEC. VALVE DATA SHEET NO.4138651 PAGE: 03.05.14, ITEM NO.GAV 212 MFR'S AND MATERIAL TEST CERTIFICATES ARE TO BE PRODUCED ALONG WITH SUPPLY.</b>	2 Nos.		
2	GST in Rs.			
3	GST in %			
4	<b>Total Landed Value at MFL Stores in Rs. (Sl. Nos. 1d+2d)</b>			
	<b>In Words in Rupees</b>			

Rate to be quoted in **No.** 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	GST No.	SSI No.	OTHERS

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