

**MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068**

TELEPHONE: 25945311 / 25945316

WEB ADVERTISEMENT

PROCUREMENT OF CHAIN LINK FOR OVERSIZE PULVARISER

TENDER No. W7511402/WEB DT.24.01.2018

DESCRIPTION / ARTICLE CODE / QUANTITY	
SPARES FOR PULVERISERS	
1	CHAIN LINK FOR OVERSIZE PULVERIZER No. 128.00 75-1-05102 AS PER MFL DRAWING 4-05-026 REV.2 5 LINKS PER CHAIN. SPECIFICATIONS: MATERIAL : 8620 CARBON : 0.18 TO 0.23 CHROMIUM : 0.40 TO 0.60 NICKEL : 0.40 TO 0.70 MOLY : 0.15 TO 0.25 Note: Test Certificate to be produced along with supply
2	Last Date for Bid Submission 14.02.2018 Before 4.30 p.m.
3	Bid Opening Date 15.02.2018 At 2.30p.m. (Next Day)
4	Bid Validity 90 days from the date of Bid Opening
5	Delivery Period Within 6 weeks from the date of LOI / Purchase Order
6	Type of Bidding Two Part Part 1 – Techno-Commercial Bid Part 2 – Price Bid
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 only from the date of receipt of material, subject to acceptance thru RTGS transfer. (Refer Annexures 2 & 7)
10	Bid Evaluation Basis Techno-Commercially qualified L1 basis
11	Negotiation Negotiation will be conducted under the following circumstances: When there is only one techno-commercially suitable bid received.
12	Terms & Conditions Refer (Annexure 4)
13	Formats: Techno-Commercial Bid Format (Annexure 5) , Price Bid Format (Annexure 6) , RTGS Format (Annexure 7) .

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-5**. Cover should be sealed & superscribed as

“Cover 1- W7511402/WEB Dt.24.01.2018 due date14.02.2018

Cover 2: To contain Price Bid as per the format prescribed in **Annexure-6**. Cover should be sealed & superscribed as

“Cover 2 - W7511402/WEB Dt.24.01.2018 due date14.02.2018

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. W7511402/WEB Dt.24.01.2018 due date14.02.2018

& 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 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 **JGM – 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 7)** to be filled in, signed & sent along with the offer by the Tenderer to avoid any delay in processing payment

ANNEXURE- 3

TECHNICAL DETAIL SPECIFICATION

SPARES FOR PULVERISERS

CHAIN LINK FOR OVERSIZE PULVERIZER AS PER MFL DRAWING 4-05-026 REV.2 5 LINKS PER CHAIN. SPECIFICATIONS: MATERIAL : 8620 CARBON : 0.18 TO 0.23 CHROMIUM : 0.40 TO 0.60 NICKEL : 0.40 TO 0.70 MOLY : 0.15 TO 0.25	No. 128.00	75-1-05102
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Note: Test Certificate to be produced along with supply

ANNEXURE-4 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. 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. As and when the material is required the same will be communicated thru email. In each such periodical instruction thru email, material should be delivered on or before the date mentioned in the email. If the items are not delivered on or before the delivery date specified in the purchase order or as mentioned in the email, 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 order value + applicable GST%, and freight & insurance if applicable. **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.
17. **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.
18. **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 right & 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, expanses 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 the 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 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 5: TECHNO-COMMERCIAL BID FORMAT

PROCUREMENT OF CHAIN LINK FOR OVERSIZE PULVARISER

TENDER NO: W7511402/WEB Dt.24.01.2018 due date14.02.2018

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

Note: Bidder to fill in Sl.Nos.1 & 2 and 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 6 - PRICE BID FORMAT

PROCUREMENT OF CHAIN LINK FOR OVERSIZE PULVARISER

TENDER NO: W7511402/WEB Dt.24.01.2018 due date14.02.2018

_YOUR OFFER REF NO.....DATED.....

Sl. No.	Description	Qty Nos	Basic Rate Per No. (in words & figures)	Total Basic Cost (Basic Rate Per No. X Qty)
	(a)	(b)	(c)	(d)
1	SPARES FOR PULVERISERS CHAIN LINK FOR OVERSIZE PULVERIZER AS PER MFL DRAWING 4-05-026 REV.2 5 LINKS PER CHAIN. SPECIFICATIONS: MATERIAL : 8620 CARBON : 0.18 TO 0.23 CHROMIUM : 0.40 TO 0.60 NICKEL : 0.40 TO 0.70 MOLY : 0.15 TO 0.25 ARTICLE CODE: 75-1-05102	128		
2	GST %			
3	GST (in RS.)			
4	Landed Value (1d+3d)			

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 7

**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 NUMBERS	GST	SSI	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 Authorized Signatory:

Date:

Name:

Seal:

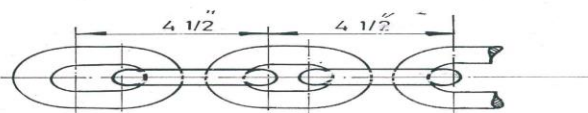
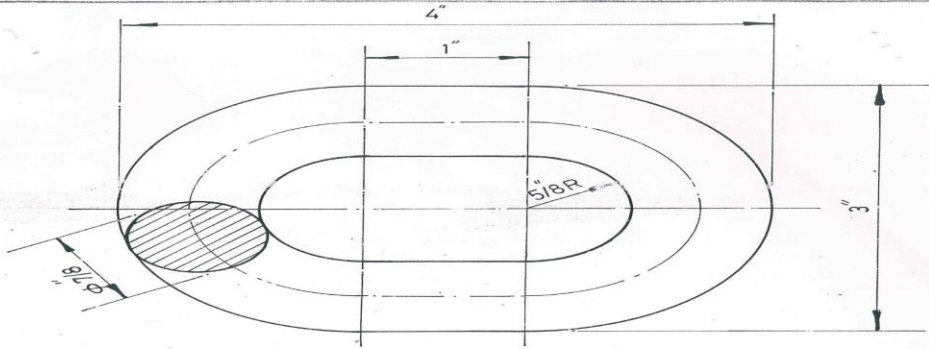
Designation:

(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



5 LINKS PER CHAIN ART. CODE : 75-1-05102.
SCALE : 1:4

NOTE

1. MATERIAL SAE 8620
2. FLASH BUTT WELDED CASE CARBURISED & TEMPERED.
 - a. SURFACE HARDNESS TO A DEPTH OF 0.040" - 56-62 Rc.
 - b. CORE HARDNESS - 38 Rc.

2	MATERIAL CHANGED	14-9-95	R. S. KUMAR	<i>[Signature]</i>
1	MATERIAL SPEC. ADDED	4-2-1985	<i>[Signature]</i>	<i>[Signature]</i>
REV NO.	REVISIONS	DATE	REVISED BY	CHECKED BY
UNSPECIFIED TOLERANCES AS PER IS 930-1972 ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED SMOOTH UNMACHINED OR ROUGH MACHINED SURFACE ROUGH MACHINED TO RMS 6.3 MICRONS FINE MACHINED TO RMS 3.2 MICRONS VERY FINE MACHINED TO RMS 1.6 MICRONS				
DEPT. _____ SIGNATURE _____ DATE _____ CONCURRENCE _____		MADRAS FERTILIZERS LTD. MADRAS-68 PLANT _____ NPK _____ EQPT. 05-1J-301A-D DRAWN DATE G ANBALAGAN 4-2-1985 CHECKED DATE _____ APPROVED DATE <i>[Signature]</i>		
		CHAIN LINK FOR OVER SIZE PULVERIZER PROJ. _____ SCALE 1:1 REF. DRG. _____ DRG. No. 4-05-026 REV 2		