

MADRAS FERTILIZERS LIMITED
MANALI, CHENNAI 600 068
TELEPHONE NOS; 25941001/25941201 (10LINES)
FAX NO: 25940005

TENDER NOTICE

Tender no: T4512141 dated 03.03.2010 DUE DATE : 09.04.2010

- 1 SPECTROPHOTOMETER (PORTABLE) MAKE: HACH No. 2.00 45-1-52121
MODEL : DR 2800 OR EQUIVALENT

SPECIFICATIONS :
OPERATING MODE : TRANSMITTANCE (%)
ABSORBANCE AND CONCENTRATION
SOURCE LAMP : TUNGSTEN
PRE-INSTALLED PROGRAMS : MORE THAN 140
AVAILABLE USER PROGRAMS: 50
DATA STORAGE : 500 POINTS
EXPORT CAPABILITY : CSV(COMMA-
SEPARATED VALUES) FILE FORMAT
WAVELENGTH RANGE : 340 TO 900 nm
WAVELENGTH ACCURACY : +/- 1.5 nm
WAVELENGTH RESOLUTION : 1 nm
SPECTRAL BAND WIDTH : 5 nm
WAVELENGTH CALIBRATION : INTERNAL
AUTOMATIC AT POWER ON, VISUAL FEEDBACK
WAVELENGTH SELECTION : AUTOMATIC
BASED ON SELECTED METHOD
AUTOMATIC BASED ON BAR CODE PRINTED ON
TNT PLUS TM REAGENT VIALS.
ENCLOSURE RATING : IP41
OPERATING TEMPERATURE : 10 TO 40 DEG.C
OPERATING HUMIDITY : 80% RH
NON CONDENSING, MAXIMUM
POWER REQUIREMENTS : 100-240 V
BATTERY : LITHIUM ION 11V/4400 mAh
INTERFACE : USB 1.1
LANGUAGES : ENGLISH
CONNECTIONS USB MASTER 1X, USB SLAVE 1X
SAMPLE CELL COMPATIBILITY :
1 INCH SQUARE, 1-INCH ROUND 1-cm SQUARE
1X5-cm, 13 mm ROUND, 16 mm ROUND

THE TENDER IS UNDER 2 PART BID SYSTEM
I.E. TECHNO-COMMERCIAL BID & PRICE BID

EARNEST MONEY DEPOSIT:

1. EMD AMOUNT - RS.13,740/-
(RUPEES THIRTEEN THOUSAND SEVEN HUNDRED FORTY ONLY)
2. EMD SHOULD BE SUBMITTED IN A SEPARATE COVER
3. EMD SHOULD BE EITHER BY DD OR BY BG
4. DD SHOULD BE DRAWN IN FAVOUR OF MADRAS FERTILIZERS LTD AND PAYABLE AT CHENNAI
5. BG SHOULD BE IN MFL'S APPROVED FORMAT VALID FOR 45 DAYS BEYOND THE OFFER VALIDITY PERIOD
6. BIDDERS REGISTERED WITH NSIC ARE EXEMPTED AGAINST PRODUCTION OF LATEST ACCEPTABLE VALID CERTIFICATE
7. OFFERS WITHOUT EMD SHALL BE REJECTED
8. EMD CARRIES NO INTEREST
9. INDEPENDENT CONFIRMATION FROM BG ISSUANCE BANK SHOULD BE SENT DIRECTLY TO MFL, MANALI CH.68

SECURITY DEPOSIT:

5% OF THE CONTRACT VALUE BY DD / BG IN MFL'S APPROVED FORMAT VALID FOR 60 DAYS BEYOND ALL CONTRACTUAL OBLIGATIONS.

SUBMISSION OF OFFER:

PLEASE SEND YOUR OFFER IN THREE COVERS:
FIRST COVER - EMD
SECOND COVER - TECHNO COMMERCIAL BID
THIRD COVER - PRICE BID
ALL THE ABOVE COVERS SHOULD BE KEPT IN A OUTER COVER SUPERSCRIBED WITH OUR ENQ NO. & DATE SHOULD REACH MFL, CHENNAI 68 ON OR BEFORE THE DUE DATE I.E.09.04.2010

* UPDATING VENDOR PLEASE FURNISH THE FOLLOWING [A]MANUFACTURER [B]CATEGORY [1]MICRO] *
* [2]SMALL [3]MEDIUM ..MANUFACTURER YOUR INVESTMENT MICRO < 25 LAKHS SMALL > 25LAKHS *
* < 5CRORES MEDIUM > 5 CRORES <10 CRORES .. DELAR/AGENT [1]MICRO < 10 LAKHS *
* [2]SMALL > LAKHS < 2 CRORES [3] MEDIUM > 2 CRORES < 5 CRORES .. OUR PRESENT EMAIL ID*
* purch@madrasfert.nic.in purchase@madrasfert.nic.in
*

RG / VYN

MADRAS FERTILIZERS LIMITED, MANALI, CHENNAI 600 068

SPECIAL INSTRUCTIONS FOR SUBMITTING OFFER AGAINST OUR ENQUIRY:

1. YOUR QUOTATION SHOULD BE VALID FOR A PERIOD OF 90 DAYS AND PRICE QUOTED SHOULD BE FIRM.
2. TECHNICAL DETAILS, DRAWINGS, LITERATURES, CATALOGUES, LEAFLETS, ETC. SHOULD BE FURNISHED ALONG WITH THE QUOTATION.
3. TEST CERTIFICATE SHOULD BE PRODUCED WHEREVER NECESSARY, ALONG WITH SUPPLY.
4. DOES YOUR OFFER CONFORM TO OUR SPECIFICATIONS FULLY? IF NOT, LIST VARIATIONS
5. PLEASE STATE THE GUARANTEES YOU OFFER.
6. PLEASE STATE ORIGIN OF THE PRODUCT OFFERED– INDIGENOUS/ IMPORTED
7. PLEASE CONFIRM ACCEPTANCE FOR 60 DAYS CREDIT
8. PLEASE INDICATE THE % OF EXCISE DUTY, SURCHARGE ON EXCISE DUTY, VAT / CST, WITHOUT WHICH YOUR OFFER SHALL BE LIABLE TO BE IGNORED.

TERMS & CONDITIONS

1. NO PRICE INCREASE OR CHANGE IN THE SPECIFICATION OF THE GOODS TO BE SUPPLIED / TO BE PERFORMED SHALL BE PERMITTED WITHOUT SENIOR PURCHASE OFFICER'S / ASST MANAGER'S WRITTEN AUTHORISATION.
2. ALL CENTRAL, STATE OR MUNICIPAL TAXES, DUTIES AND LEVIES PAYABLE ON THE GOODS OR SERVICE, IF ANY, MUST BE SHOWN SEPARATELY IN THE QUOTATION.
3. FAILURE TO COMPLY WITH SPECIFICATIONS, TERMS AND CONDITIONS OF THIS ORDER OR TO PERFORM OR DELIVER AS PROMISED SHALL ENTITLE THE PURCHASER TO CANCEL ALL OR ANY PART OF THIS ORDER. IN THE EVENT OF SUCH CANCELLED ITEM, NOTHING HEREIN SHALL LIMIT PURCHASER'S RIGHTS IN THE EVENT OF SUCH FAILURE TO DELIVER OR PERFORM.
4. PURCHASER SHALL HAVE THE RIGHT TO INSPECT AND TEST GOODS AT ANY TIME AND TO REJECT UNACCEPTABLE GOODS. THE SUPPLIER SHALL ARRANGE COLLECTION OF THE REJECTED MATERIALS FROM THE PURCHASER AT HIS COST.
5. SUPPLIER WARRANTS THAT THE GOODS DESCRIBED HEREIN, AND SALE OR USE OF THEM WILL NOT INFRINGE ANY PATENT AND SUPPLIER CONVENANTS 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 SUPPLIER AGREES TO PAY ALL COSTS, DAMAGES, LIENS AND PROFITS RECOVERABLE IN ANY SUCH ACTION.

6. NOTWITHSTANDING PURCHASER'S ACCEPTANCE OR RIGHT TO INSPECTION AND / OR ANY OTHER TERMS AND CONDITIONS PROVIDED IN THE PURCHASE ORDER, SUPPLIER 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 SUPPLIER.
7. THE SUPPLIER WILL ADVISE DESPATCH OF THE GOODS AND NOTE THE DESTINATION OF THE MATERIAL, DEMURRAGE, OTHER EXPENSES INCURRED OWING TO THE SUPPLIERS NOT COMPLYING WITH THE PURCHASER'S INSTRUCTION WILL BE TO THE SUPPLIER'S ACCOUNT AND DEDUCTED FROM THE PRICE OF THE GOODS. WHEREVER THE TERMS OF DELIVERY IS F.O.R DESTINATION, THE PRICE QUOTED IS INCLUSIVE OF TRANSIT RISK.
8. THE ENQUIRY SHALL NOT BE ASSIGNED TO ANYBODY BY THE SUPPLIER WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE PURCHASER.
9. THE SUPPLIER WILL GIVE A PERFORMANCE GUARANTEE COVERING A PERIOD OF 12 MONTHS IN REGARD TO THE SATISFACTORY PERFORMANCE OF THE EQUIPMENT SUPPLIED EFFECTIVE FROM THE DATE OF INSTALLATION / ERRECTION / OPERATION OF EQUIPMENT OR 18 MONTHS FROM THE DATE OF SUPPLY, WHICHEVER IS EARLIER, UNLESS OTHERWISE ADVISED.
10. THE GOODS WILL BE INSURED BY THE PURCHASERS, UNLESS OTHERWISE ADVISED.
11. ARBITRATION : ALL MATTERS OF DISPUTE ARISING OUT OF THE PURCHASE ORDER SHALL BE REFERRED TO A SOLE ARBITRATOR WHO WILL BE THE CHAIRMAN & MANAGING DIRECTOR OF THE COMPANY AND HIS DECISION/AWARD SHALL BE FINAL AND BINDING ON THE COMPANY AND THE SUPPLIER.
12. THE RESPECTIVE RIGHTS, PRIVILEGES, DUTIES AND OBLIGATION OF THE PURCHASER AND THE SUPPLIER UNDER THE PURCHASE ORDER SHALL BE GOVERNED AND DETERMINED BY THE LAWS OF THE STATE OF TAMIL NADU AND THE REPUBLIC OF INDIA, IN CHENNAI.

BANK GUARANTEE FOR FURNISHING EMD

Whereas (herein after called the 'tenderer") has submitted their offer datedfor the supply of (hereinafter called the "tender") against the purchaser's tender enquiry No..... KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto Madras Fertilizers Limited (hereinafter called the "Purchaser") in the sum of Rupees for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1 If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2 If the tenderer having been notified of the acceptance of his tender by the Purchaser during a period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept /execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch.

BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We ___(bank)_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____). We undertake to pay to the company any money demanded notwithstanding any dispute raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/supplier(s) shall have no claim against us for making such demand.

We _____(Bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before __ (date) _____. We shall be discharged from all liability under this guarantee thereafter.

We _____(bank)_____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to ;postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency.

Dated _____.

Notwithstanding anything contained this bank guarantee our liability under this guarantee is restricted to Rs._____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuines and authenticity of the Bank Guarantee.

Address of the Regional Office :

DY GENERAL MANAGER (MATLS)
MADRAS FERTILIZERS LIMITED
CHENNAI 600 068

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