

Invitation to Tender

MISHRA DHATU NIGAM LIMITED

A Govt. of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058, India

Phone: 040-2434001 (10 lines), 24184348/24184449, Fax: 040-24340764

Email ID: arindam.m@midhani.com, vsramgopal@midhani.com

Website: www.midhani.com

Tender Notice No MDN/PUR/0471163/RM/ADVT/**334**/2017-18
& Date: 21ST MAR 2018

Item Description: “Silicon Metal” as per Specification at Annex-I.

CRITICAL DATES:

Issue of Tender Documents up to : 03RD MAY 2018 @ 17.00 Hrs. IST
Receipt of Tender on or before : 04TH MAY 2018 @ 10:30 Hrs IST
Opening of Tender Date : 04TH MAY 2018 @ 11:00 Hrs IST

List of Tender documents:

We have pleasure in enclosing the following documents for the above stores and would invite you to submit your best offer. The following documents shall constitute the tender.

Sl. No	Contents	Annexure	Page No.
1.	Technical Specification	Annex – I	02-03
2.	General Terms & Conditions for Indigenous Sources	Annex – III	04-08
3.	General Terms & Conditions for Import Offers	Annex – IV	09-12

For Technical Clarification- Please Contact: S Saha

Email ID: ssaha@midhani.com Ph:040-2418 4432

NOTE: Any Addendum/ Corrigendum/ Date Extension will be uploaded on MIDHANI website only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

For Mishra Dhatu Nigam Limited

Arindam Mondal 21/3/18

Arindam Mondal
Dy Manager (Purchase)

1.0 SPECIFICATION**SILICON METAL****CHEMICAL COMPOSITION:**

Si	=	98% Min	S	=	0.05%Max
P	=	0.05% Max	Al	=	0.25% Max
Size	=	25 to 100 mm.			

1. Tenderer must furnish typical chemical composition of all the above elements in material along with offer.
2. Test Certificate indicating all the above elements to be submitted along with the supply.
3. Incomplete offer shall not be considered.
4. Packing: packed in 25-50 kg gunny bags or 250/500 Kgs drum

Acceptance Criteria: As per QA document. (Chemical composition as per QA document shall be tested by QC at MIDHANI).

Tender Qty	1 MT
Shipment Required By	FOR – 60 Days from PO FOB – 30 Days from PO
Mode of Shipment	By Sea for Import offers with place of delivery as ICD, Hyderabad. (Port of Loading shall be clearly mentioned for FOB supply)
Earnest Money Deposit	Rs. 5,000/- (Rupees Five Thousand only) (or) USD 80
Mode of Payment for EMD	Through Online. i. All Bidders are requested to Submit the “ EMD & Security Deposit “ online through the below Link: http://ebs.in/midhani/public/ (or) ii. Visit Midhani website www.midhani.com > Purchase > Tenders > EMD FEE(EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT - ONLINE PAYMENT
Proof and details of online payment to be enclosed along with Techno-Commercial bid. If EMD not found enclosed along with Techno-Commercial bid, such offers are liable for rejection. The EMD of unsuccessful tenderer will be returned after finalization of the tender.	
Security Deposit	The successful tenderer shall be required to deposit Security Deposit of 10% value of contract within two weeks of the acceptance of the tender/ placement of Purchase Order, in the form of Bank Guarantee or payment through online with proof thereof. <u>Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if party emerges as L1.</u> Security Deposit shall be refundable after material is received and accepted.
Pre Contract Integrity Pact (Annex-VI)	Tenderer shall submit the signed Pre Contract Integrity Pact along with Techno-Commercial bid. If the signed Pre Contract Integrity Pact is not found enclosed, such offers are liable for rejection. (Pre Contract Integrity Pact format at Annex-VI)
MIDHANI Bank Details	Name of the Firm : M/s. Mishra Dhatu Nigam Limited PAN No. : AABCM6345A Bank Name : HDFC Bank Ltd. Branch Address : Lakdikapul Branch, Hyderabad. Account No. : 00210330000440. IFSC Code : HDFC0000021 MICR Code : 500240002 SWIFT Code : HDFCINBBHYD Type : Current account.

GENERAL TERMS AND CONDITIONS FOR INDEGINEOUS SOURCES

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The Make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material confirming to IS will be preferred.

4. **PRICES**

Price Basis: FOR Midhani, Hyderabad basis.

The Prices must be per unit shown inclusive of packing forwarding insurance and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.

5. **TAXES:**

The Tenderer shall indicate their GST details along with HSN Code in your offer.

6. **DELIVERY:** FOR-60 Days from the date of PO.

7. **TERMS OF PAYMENT:**

100% Payment within 30 days after receipt and acceptance of the material at MIDHANI.

8. **TO RECOVER LIQUIDATED DAMAGES:**

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

9. **RISK PURCHASE:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.

10. PACKING:

The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.

11. VALIDITY:

THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE OPENING OF QUOTATION.

12. RIGHT OF ACCEPTANCE:

THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.

13. ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

14. JURISDICTION:

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana, India.

15. S.S.I. UNITS:

If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish SSI Registration Certificate Copy along with the Tender. SSI Units seeking exemption from payment of EMD shall furnish necessary documentary proof to the satisfaction of the Purchaser in terms of Government Guidelines. However no exemption will be given for submission of Security Deposit as per the present guidelines.

16. MSME UNITS: Please confirm whether you are MSME UNIT or MSME UNIT owned by SC/ST Entrepreneur. If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.

17. SECURITY DEPOSIT:

The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, Security Deposit of 10% value of Contract to be submitted in the form of DD in favour "Mishra Dhatu Nigam Limited, Hyderabad" (or) Bank Guarantee from any Indian Scheduled Bank (or) through online mode as the link given below, in case of placement of order.

<http://ebs.in/midhani/public/> or visit www.midhani.com > Purchase > Tenders > TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT – ONLINE PAYMENT

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

18. EARNEST MONEY DEPOSIT:

Earnest Money Deposit: All bidders shall submit an EMD amount of **Rs.5,000/- (Rupees Five Thousand only)** through online mode as the link given below only. **EMD is not enclosed, such offers are liable for rejection.**

All bidders are requested to submit the "Tender Fee, EMD & Security Deposit" online through the below link:

<http://ebs.in/midhani/public/> or visit www.midhani.com > Purchase > Tenders > TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT – ONLINE PAYMENT

Tenders not accompanied by Earnest Money Deposit will not be considered. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited.

On the acceptance of the tender, but not earlier than the expiry date of the period for which the tender is kept open, the earnest money will be returned to the unsuccessful tenderers.

Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

On the tender being accepted by the Purchaser, if so, required by the Purchaser as its option an agreement in respect of the Contract will be signed and executed by and between the Purchaser and the successful tenderer. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to duly sign the agreement within the period fixed by the Purchaser as indicated above, the earnest

money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

The Earnest Money shall be returned to all the firms after finalization of the tender.

19. ADDENDA TO TENDER DOCUMENTS:

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

20. QUERIES / CLARIFICATIONS:

For any technical clarifications contact Mr. S Saha, Manager (MPC), Ph. No. 040-24184432 and for commercial clarifications contact Shri Arindam Mondal (Purchase), Ph No. 040-24184348.

21. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

22. LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:

The Tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to / or incurred by them, through or in connection with their submission of tenders, even though the Purchaser may elect to withdraw the Invitation to Tender.

23. BANKRUPTCY ETC.:

If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

24. SUBMISSION OF TENDER:

Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribe our Tender Number and due date.

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered.

25. DEFINITIONS:

PURCHASER:

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

CONTRACTOR:

The term "Contractor" shall mean the Tenderer whose tender has been accepted and shall include his/is heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS

1. The Tenderer shall indicate / furnish the following in his offer:
 - i. The tenderer shall furnish typical analysis along with offer with respect to impurities listed in the tender specification.
 - ii. FOB prices indicating port of loading.
 - iii. Your banker's name & address.
 - iv. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government departments and other favoured customers.

2. **Agency Commission:**

We are government of India Enterprise. It is our policy to deal with the foreign suppliers / manufacturers directly without associating any of their Indian Agents or payment of any agency commission. You are therefore requested to quote your price without any Agency commission, passing on this benefit to the Purchase, which is Government of India enterprise. Please therefore specifically state in your offer that the price quoted by you is net and no agency commission is payable to any Indian agent.

3. **Validity:**

The offer shall be valid for a period of 90 days from the date of Tender opening.

4. **Prices:**

Supplier shall quote firm FOB price only preferably in USD for the entire quantity. However, if price quoted in other currencies, the value of the currency equivalent to USD on the date of opening of price bid shall be taken for comparison.

5. **Description & specification:**

The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.

6. **Purchaser's right:**

The purchaser reserves the right to reject or to accept any tender, either in full or in part, without assigning any reasons whatsoever.

7. **Authority to submit tender:**

The signatory to the tender will be deemed to have the authority to submit the tender. The tender will be binding on the tenderer and no alternation will be permitted.

8. **Terms and conditions of tender:**

Any purchase order placed against the offer against this invitation to tender shall be subject to the general terms and conditions of this invitation to tender.

9. **Arbitration:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of

the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

10. Jurisdiction:

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana, India.

11. Terms of payment:

Cash against Shipping Documents (D/P). In the event of order, the Tenderer is requested to furnish documents through their bank to our bank i.e., Andhra Bank, BDL campus branch, P.O. Kancharbagh, Hyderabad – 5000058.

12. Documents required for payment:

The tenderer shall be confirming that in the event of order that the following documents will be furnished of each lot / consignment for purposes for payment:

- a) Clean on Board Bill of Lading of conference line vessel as defined in Incoterms 2010.
- b) Shipping Company Certificate that shipment can be arranged by Sea worthy vessel which is not more than 25 years old classed 100 A1 by Lloyds of equivalent classification society and approved by General Insurance Corporation of India.
- c) Signed Invoice for the goods dispatched.
- d) Certificate of Origin.
- e) Packing List.
- f) Test / Manufacturer's Certificate.
- g) Pre-dispatch clearance certificate from the Purchaser.

13. Price Negotiations:

Price negotiations as such shall not be held, except in the case of negotiations with the lowest tenderer and accordingly, the tenderers shall have to submit their best commercial bids.

14. Export Licence:

Restrictions if any, for exporting this item to Midhani, India may please be indicated specifically with regard to time required for executing the order as per the quoted delivery schedule.

15. Insurance:

Marine Insurance coverage will be arranged by the purchaser and hence tenderers should quote only FOB / FAS Prices.

16. Packing:

THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY MARKED TO AVOID LOSS OR DAMAGE IN TRANSIT.

17. To recover liquidated damages:

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

18. Risk purchase:

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.

19. IMPORTANT NOTE:

- EITHER THE AUTHORIZED AGENT ON BEHALF OF THE MANUFACTURER OR THE MANUFACTURER DIRECTLY CAN BID IN THE TENDER BUT NOT BOTH.
- ONE AGENT SHALL NOT QUOTE FOR TWO MANUFACTURERS.

20. EMD Clause:

All bidders shall submit an EMD amount of **USD 80 (US Doller Eighty only)** in the form of DD through scheduled Bank payable at Hyderabad or Bank Guarantee as per enclosed format shall be enclosed with Techno-Commercial Bid. **If EMD is not found enclosed, such offers liable for rejection.**

21. Addenda to tender documents:

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

22. Queries / clarifications:

For any technical clarifications contact Mr. S Saha, Manager (MPC), Ph. No. 040-24184432 and for commercial clarifications contact Shri Arindam Mondal, Dy. Manager (Purchase), Ph No. 040-24184348.

23. No claim for compensation for submission of tender:

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

24. Lowest tender not necessary to be accepted:

The Tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to / or incurred by them, through or in connection with their submission of tenders, even though the Purchaser may elect to withdraw the Invitation to Tender.

25. **Bankruptcy etc.:**

If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

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TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.