

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (T.S.), India
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Website: www.midhani.com

Tender Notice No: MDN/PUR/0472033/PC/ADVT/122/2017-18
Date: 10.08.2017

Issue of Tender Documents up to : 07.09.2017 @ 17.00 Hrs.
Receipt of tender on or before : 08.09.2017 @ 10:30 Hrs.
Opening of Tender Date : 08.09.2017 @ 11:00 Hrs.

Supply of Electric Arc Furnace Bottom Dry Ramming Mass.
Detailed Specification as per Annexure-I enclosed.

List of Tender documents:-

		Pages
1. Technical Specification	Annexure-I	02
2. General Terms & Conditions	Annexure-II	05
3. Procedure to be followed	Annexure-III	01
4. Bank Guarantee format for Earnest Money Deposit	Annexure-IV	02
5. Bank Guarantee format in lieu of Security Deposit	Annexure-V	02

NOTE:

1. Any Corrigendum/Addendum/Date of Extension, if any to the above tender would appear ONLY on the MIDHANI website (www.midhani.com)

MATERIAL DESCRIPTION	QUANTITY	DELIVERY
Electric Arc Furnace Bottom Dry Ramming Mass	24 MT	FOR: 60 days from PO

SPECIFICATION

Product Description	EAF Bottom Dry Ramming Mass
Application	Bottom dry ramming of EAF
MgO (%)	64% Min
CaO (%)	22% Min
SiO₂ (%)	2.5 Max
Fe₂O₃ (%)	3-4 %

Physical Properties As Supplied

Size	0-6 mm
Shelf Life	Min. 6 months from date of manufacturing

NOTE:

1. Test Certificate to be submitted along with supply.
2. **PAKING:** Packing in 25 to 50 kg H D P E bags with polythene inner liner.
3. **ACCEPTANCE CRITERIA:** Test Certificate and physical inspection

OTHER IMPORTANT NOTES:

TENDER FEE & E M D / S D : All Bidders are requested to submit the “Tender Fee, EMD & Security Deposit” online through the below link or through **BANK GUARANTEE ONLY**

TENDER FEE (Non Refundable)	REFUNDABLE EMD (As per General Terms and Conditions of Indigenous sources)	SECURITY DEPOSIT
Rs.1,000/-	Rs. 32,500/- (Rs. Thirty two thousand five hundred only)	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. Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if party emerges as L1. Security Deposit shall be refundable after material is received and accepted.
DETAILS FOR ON LINE PAYMENT: (DDs WILL NOT BE CONSIDERED) http://ebs.in/midhani/public or www.midhani.com >Purchase>Tenders>TENDER FEE,EMD AND SECURITY DEPOSIT – ONLINE		
In case of Bank Guarantee submitted as per format enclosed at Annexure – IV to tender document, i. In Indian Currency - from a Nationalized Bank or Scheduled Bank encashable in India. ii. In Foreign Currency – from SBI, Frankfurt/ SBI, New York / any Nationalized Bank or Scheduled Bank encashable in India iii. EMD Bank guarantee shall be valid for a period of 90 days. iv. Security Deposit Bank Guarantee shall be valid till material is received and accepted at Midhani. v. All Bank Guarantees shall be an additional claim period of three months from the date of expiry except EMD and in our prescribed format only.		

Proof and details of online payment to be enclosed along with Techno-Commercial bid (Part-I).

If EMD is not found enclosed along with Techno-Commercial bid, such offers would be liable for REJECTION.

New Tenderers are requested to submit Vendor Registration form duly filled in along with Part-I Techno-Commercial Bid apart from arranging online registration as Approved Vendor. Copy of Registration Format is enclosed and available in Midhani website (midhani.com>Purchase>Online vendor registration). Purchase Orders shall be awarded after registration of Suppliers as ‘Approved Vendors’ only.

For Mishra Dhatu Nigam Limited

GENERAL TERMS AND CONDITIONS FOR INDEGENOUS 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 maker 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 conforming to I.S. will be preferred.

4. **PRICES**

Price Basis: FOR Midhani, Hyderabad basis (Unloading shall be arranged by Supplier).
The Prices must be per unit and should be on FOR destination basis. In case offers on Ex-works basis, Approx. Freight charges shall be loaded to base price for comparison.

5. **TAXES AND DUTIES:**

The Tenderer shall indicate their GST Details with Tariff applicable and HSN Code of the materials to be supplied in the quotation.

NOTE: Taxes & Duties prevailing on the date of supply are applicable.

6. **DESCRIPTION & SPECIFICATION:**

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

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 OF PAYMENT:**

100% within 30 days after receipt and acceptance of material / quantity received in Midhani site. **Offers of other payment terms are not considered.**

9. **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.

10. **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.
11. **EMD CLAUSE:**
All bidders shall submit an EMD through on line <http://ebs.in/midhani/public> (Proof of payment shall be furnished with Techno-Commercial Bid) OR Bank Guarantee confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be considered as technically rejected. Bank Guarantee shall be valid for a period of 90 days.
12. **S.S.I. UNITS:** If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish details of turn over besides 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.
13. **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.
14. **SECURITY DEPOSIT:**
Successful tenderer shall be required to furnish a Security Deposit within two weeks from the date of PO for 10% of Purchase Order/Contract value, in the form of Demand Draft or Bank Guarantee or payment through online with proof thereof.
In case of Bank Guarantee submitted as per format enclosed at Annexure – V to tender document,

i. In Indian Currency - from a Nationalized Bank or Scheduled Bank encashable in India.

The security deposit shall be valid till completion of supply of PO quantity with a claim period of 3 months from the date of expiry of Bank Guarantee and shall remain binding not withstanding such variations, alternations 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 the terms & conditions of the contract/PO finality concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof. Security Deposit shall be refundable after material / equipment is received and accepted.
15. **PACKING:**
THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY TO AVOID LOSS OR DAMAGE IN TRANSIT BY RAIL / ROAD.
16. **VALIDITY:**
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF **90 DAYS** FROM THE OPENING OF QUOTATION.

15. **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.
17. **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.
18. **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.
19. **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, Andhra Pradesh, India.
20. **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.
21. **QUERIES / CLARIFICATIONS:**
Queries / clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by fax / letter direct to the ADDL. GENL. MANAGER (I/C PURCHASE), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764).
22. **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.
23. **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.
24. **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:

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

OR

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.

25. 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.

26. 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 superscribed 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.

27. MODE OF SUBMISSION OF TENDER:

Tenders shall be submitted as per the procedure indicated at Annexure.

Tenderers are required to submit their tenders in two parts, namely:

1. Part I: Techno-commercial Bid (un-priced) with EMD.
2. Part II: Price Bid. (in LCNC format)

Techno-commercial (Un-priced) Bid: (Envelope No.1), detailed technical specifications should be furnished along with catalogue / literature of original manufacturer and submitted separately superscribed as "Techno-commercial Bid" (un-priced) including Commercial conditions indicating the tender No. & due date of opening duly sealed and kept in Envelope No.1.

PRICE BID: (Envelope No.2), the priced offer (in LCNC format) / quotation should be submitted separately superscribed as "Price Bid" (envelope no.2) indicating the Tender No. & Due Date of opening duly sealed and kept in Envelope No.2.

All the two Envelopes should be kept in envelope No. 3 and which also should be superscribed with the tender No. & date of opening. The above is further explained in greater detail in Annexure - IV.

Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected.

28 **TENDER OPENING:**

A) TECHNO-COMMERCIAL BIDS (UN-PRICED) :

Techno-commercial Bids (un-priced) only shall be opened on the due date indicated in the enquiry in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening.

B) PRICE BIDS (in LCNC format):

PRICE Bids of technically acceptable tenders' shall be opened after the Techno-commercial bids evaluation and after receipt of clarifications, if any, in the presence of tenderers or their authorized representatives who choose to be present at the time and date which will be informed to the tenderers concerned in advance.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

29. **SHORT CLOSURE OF PO:** In the event of PO being placed on the successful tenderer, MIDHANI reserves its right to short close the PO for the total quantity or part thereof, by giving a Notice of one month, under the circumstances viz., Breach of Trust / Breach of contract conditions, impossibility of performance, change in market conditions, change in Production Plan, change in Specification, cancellation of order by the end User etc. On receipt of Notice for short closure, the Contractor shall cease all further work, except for such work as may be specified in the Notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such case will be limited to the extent of the cost as assessed by MIDHANI, in the opinion, till the point of short closure.

30. **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.

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PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID" ALONG WITH EMD

TENDER No: MDN/PUR/0472033/PC/ADVT/122/2017-18

Date: 10.08.2017

DUE DATE: 08-09-2017 10.30 HRS

To
THE ADDL. GENERAL MANAGER (I/C PURCHASE & STORES)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID"

TENDER No: MDN/PUR/0472033/PC/ADVT/122/2017-18

Date: 10.08.2017

To
THE ADDL. GENERAL MANAGER (I/C PURCHASE & STORES)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

PLEASE PUT ALL THE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE:

ENVELOPE NO.3

TENDER No: MDN/PUR/0472033/PC/ADVT/122/2017-18

Date: 10.08.2017

DUE DATE: 08-09-2017 10.30 hrs

CONTENTS:

- A) TECHNO-COMMERCIAL BID ALONG WITH EMD COVER
- B) PRICE BID

To
THE ADDL. GENERAL MANAGER (I/C PURCHASE & STORES)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058. INDIA

NAME OF THE TENDERER:

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. WHEREAS MISHRA DHATU NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) PO KANCHANBAGH, HYDERABAD (hereinafter referred as “ The Owner / Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No: _____ for supply of _____ (herein after called “the said tender”) to M/s. _____ (herein after called “the said Tenderer(s)”) which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs./USD _____ towards earnest money in lieu of cash.
2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent / Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. WE (Bank Name and Address) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and /or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender(s) or till date: _____ whichever is earlier and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD _____ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., _____ we shall be discharged from all the liabilities under this guarantee

Date: _____

(Bank Name and Address)

Signature of duly
Authorized person
On behalf of the Bank
With seal & signature code

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed onday of by
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(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favor of M/s. MISHRA DHATU NIGAM LIMITED., A Government of India Enterprise incorporated and registered as a company under the Companies Act, 1956, having its registered office at P.O. Kanchanbagh, Hyderabad – 500 058, state of Telangana, India, herein after referred to as the “purchaser” (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Mishra Dhatu Nigam Limited (Purchaser) having agreed to exempt hereinafter called the said Contract(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. dated for(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs(Rs only), we (name of the bank, address) (hereinafter referred to as “The Bank”) at the request of Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs/ (in words.....) against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
3. We (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by 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 and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs/ (in words.....)
4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.

5. We (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser 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. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.
6. We (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations 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 purchaser against the said Contractor(s) and to forebear 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 of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Notwithstanding anything contained herein before, our liability is limited to a sum not exceeding Rs/ (in words.....) unless a claim is made on us in writing on or before (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at on the date, month and year first herein above written.

FOR AND ON BEHALF OF THE BANK WITHIN NAMED