

MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

P. O Kanchanbagh, Hyderabad – 500058, TS, India.

Corporate Identity Number : U14292AP1973GOI001660

Phone: 040 –24184202, 24340165, Fax: 040 – 24340764

e Mail ID: snitesh@midhani.com/mrinmoy.saha@midhani.com , website: www.midhani.com

Tender Notice No. : MDN/PUR/0870017/CG/ADVT/SSM/099/17-18, Date: 15/07/2017

Start of Issue of Tender Documents:	15/07/17 at 11.00 Hrs
End of Issue of Tender Documents up to:	10/08/17 up to 17.00 Hrs
Receipt of Tender on or before:	11/08/17 by 10.30 Hrs
Opening of Tender Date:	11/08/17 at 11.00 Hrs

Item Description and Quantity:

Supply, Supervision Erection & Commissioning of Spring Scragging Machine – 2 No'.s

Details: As per list of Tender Documents

Note:

- i) **EMD:** All bidders shall submit an EMD amount of Rs 60,000/- or USD 935 or Equivalent in the form of online payment with proof thereof or Bank Guarantee shall be enclosed with Techno-Commercial Bid. If EMD is not submitted, such offers would be liable for rejection. Bank Guarantee shall be valid for a period of 180 days.
- ii) **Tender Fee:** All bidders shall submit Tender fee amount of INR 1,000/USD 15 in the form of online payment with proof thereof shall be enclosed with Techno-Commercial Bid.

All Indian 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 \(EARNEST MONEY DEPOSIT\) AND SECURITY DEPOSIT – ONLINE PAYMENT](#)

- iii) **All Bank Guarantees (EMD/SD/Advances/PBG) submitted:**
- a. Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India.
 - b. Bank Guarantees (SD/Advances/PBG) shall have an additional claim period of three months from the date of expiry and in our prescribed formats only.
 - c. All Bank Guarantees shall have an additional claim period of three months from the date of expiry and in our prescribed formats only.

List of Tender Documents:-

		Pages
• Technical Specification & Scope	Annexure – I	02
• General Terms & Conditions for Indigenous Offers	Annexure – II	05
• General Terms & Conditions for Import Offers	Annexure – III	06
• Procedure to be followed for Submission of Tender	Annexure – IV	01
• Bank guarantee Format for earnest money deposit	Annexure – V	02

For MISHRA DHATU NIGAM LIMITED


(Nitesh S)

Dy. Mgr (Purchase)

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER
(In Separate Sealed Covers)

ENVELOPE NO.1:

PART – I “TECHNO- COMMERCIAL BID”

TENDER FEE & EMD

ENQUIRY NO. MDN/PUR/0870017/CG/ADVT/SSM/099/17-18

DATE: **15/07/2017**

DUE DATE : **11/08/2017** @ 1030 Hrs.

To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II “PRICE BID”

ENQUIRY NO. MDN/PUR/0870017/CG/ADVT/SSM/099/17-18

DATE: **15/07/2017**

To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

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

ENVELOPE NO: 3 (BOTH THE ENVELOPE No. 1 & No. 2 TO BE PLACED IN THE ENVELOPE No. 3):

TENDER NO.

ENQUIRY NO. MDN/PUR/0870017/CG/ADVT/SSM/099/17-18

DATE: **15/07/2017**

DUE DATE : **11/08/2017** @ 1030 Hrs.

CONTENTS:

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

To
THE ADDL. GENERAL MANAGER (PURCHASE)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058.

NAME OF THE TENDERER:

Supply, Supervision, Erection and Commissioning of Spring Scragging Machine

SCOPE OF SUPPLY:

The scope of supply includes Manufacturing of Spring Scragging Machine, Supply of the equipment to MIDHANI, Onsite supervision of Erection and Commissioning of the equipment, training MIDHANI personnel on equipment & Guarantee for the equipment performance.

SPECIFICATIONS:

1. Spring Bar Diameter : 15 to 40 mm
2. Outer Diameter of the Spring : 500 mm Max.
3. Length of the Spring : 800mm Max.
4. Material used for the Spring : 60Si7 & 52Cr 4M 2V
5. Hardness of the Material : 400 BHN to 500 BHN
6. Load to be applied on the Spring 75 Tons max at solid height of the spring.
7. Machine has to be capable of scragging the springs in quick succession.
8. Machine has to be capable of applying the load for long duration of 48 hours.

DRAWINGS:

1. Two sets of all equipment assembly and wear out parts (both Electrical and Mechanical) have to be submitted before dispatch of the equipment.
2. Civil and Foundation drawings are to be submitted at least 4 months prior to dispatch of the equipment.
3. Five sets of equipment Operation and Maintenance manuals have to be submitted before the pre dispatch inspection.

TRAINING:

Five Persons (2 from Operation and 3 from Maintenance) should be imparted training on the equipment (for 2 to 3 days)

INSPECTION:

Pre Dispatch Inspection shall be carried out at the Supplier's works prior to dispatch of the equipment.

SPARES:

One Year normal spared (both Electrical and Mechanical) with prices are to be quoted along with the Price offer. However, these prices will not be taken into consideration for ascertaining the L1 bidder.

ACCEPTANCE CRITERIA:

The final acceptance will be given after completion of Erection & Commissioning and successful trials of the equipment in MIDHANI.

GUARANTEE:

The equipment should be guaranteed for a trouble free operation for a period of 12 months from the date of commissioning or 18 months from the date of supply at our stores. Any problem arising in this period should be attended to and spares replaced as required, to be done free of cost.

ELIGIBILITY CRITERIA:

1. The Tenderer should be a manufacturer of the equipment and should have supplied at least one similar equipment in the past ten years from the date of tender (Copy of Certificate of Incorporation issued by Registrar of Companies with proof of address and a copy of Final Acceptance Certificate for the equipments successfully commissioned in the last ten years to be enclosed).
2. The Tenderer should not be a trading company. Self certification is to be submitted.
3. The Tenderer should have a positive Net Worth in each of the last three financial years (Copy of Audited Annual Accounts to be enclosed).
4. The Tenderer should have PAN/ TIN/ Tan / GST registration number(copy of registration certificate to be enclosed).
5. The Tenderer should have an annual turnover of two times the value of the estimated project cost for each of the last three financial years. However the minimum value shall be Rs. 60 Lakhs each year.
6. The Tenderer should submit unconditional acceptance of all commercial terms and conditions.
7. The Tenderer has to submit details of external dimensions of the equipment along with their offer.

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS OFFERS

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 conforming 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 Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.
5. **TAXES AND DUTIES:**
The Tenderer shall indicate their GST Registration Nos. & date in the quotation. GST or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such GST shall be allowed as applicable on the production of documentary evidence.
6. **DELIVERY:**
8 Months from the date of Purchase order including Erection & Commissioning.
7. **TERMS OF PAYMENT:**
For Supply: 90% value along with 90% taxes against receipt after pre dispatch inspection at your works
For Erection & Commissioning: 90% value along with 90% taxes against successful commissioning on Indentor's Certification.
Balance 10% payment of both supply and service including 10% taxes shall be done after acceptance of the material at our end, successful commissioning and against submission of Performance Bank Guarantee for 10% value of the order valid till Guarantee Period.
8. **GUARANTEE:**
As per Annexure-I
9. **INSPECTION & TRAINING**
As per Annexure-I
10. **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 thereof 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.

11. **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.

12. **PACKING:**

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

13. **VALIDITY:**

THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE OPENING OF QUOTATION.

14. **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.

15. **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.

16. **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, India.

17. **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.

18. **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.

19. **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 in the form of Bank Guarantee/online payment. The security deposit shall be for the due and faithful performance of the contract and shall remain binding not withstanding 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.

20. EARNEST MONEY DEPOSIT:

The tender must be accompanied by a proof of online payment of EMD amount of 60,000/- INR /EMD in the form of Bank Guarantee to be submitted. Tenders not accompanied by Earnest Money Deposit online confirmation/ Bank Guarantee will be liable for rejection. The earnest money shall be kept deposited for 180 days. 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. EMD of successful tenderer shall be returned after submission of Security Deposit.

All Indian 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) AND SECURITY DEPOSIT – ONLINE PAYMENT

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 shall form a part of the original tender documents to be reviewed as required.

22. 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 Dy. Gen. Manager (Purchase), Mishra Dhatu Nigam Limited, PO Kancharbagh, Hyderabad – 500 058 (Fax No. 040-24340764).

23. 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.

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.

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 superscribe our Tender Number and due date.

The tenders received after the stipulated time (11:00 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 - III.

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

1. Part I: Techno-commercial Bid (un-priced) along with confirmation of online payment of EMD for Rs. 60,000/-(Rupees Sixty thousand only) towards Earnest Money Deposit
2. Part II: Price Bid.

EMD: (Envelope No. 1(a)), proof of online payment of EMD amount or Bank Guarantee should be submitted separately superscribing as "EMD" indicating the tender No. & due date of opening, duly sealed and kept in Envelope No: 1(a). Offers received without EMD will be summarily rejected.

Techno-commercial (Un-priced) Bid: (Envelope No. 1(b)), 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 Terms indicating the tender No. & due date of opening duly sealed and kept in Envelope No. 1(b).

Price Bid: (Envelope No.2), the priced offer / 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 three Envelopes should be kept in envelop 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 - III.

Techno-commercial Bids (un-priced) & price bids of tenderers received without EMD will be summarily rejected. Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily 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:

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. 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. IMPORTANT DETAILS :

The tenderer shall indicate/furnish the following in his offer:

- i. Manufacturer's Name & Address.
- ii. Country of origin of goods.
- iii. Delivery period.
- iv. Mode of packing.
- v. Net weight and Gross weight.
- vi. Technical Literature / Catalogue.
- vii. Details of Shelf life, if any, applicable for the goods offered.
- viii. FOB/FAS prices indicating port of loading.
- ix. Your Banker's Name & Address.
- x. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government department and other favored customers.
- xi. TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

Note: Tenders received without the above details are liable to be rejected summarily.

2. CREDIT RATING CERTIFICATE:

- a) Tenderers shall furnish credit rating obtained by them from any reputed credit rating agency along with offer.
- b) DEALERSHIP CERTIFICATE :
Dealers/Stockists traders shall furnish dealership certificate along with offer.

3. AGENCY COMMISSION :

We are a 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 Purchaser 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.

4. VALIDITY :

The offer shall be valid for a period of 180 days from the date of tender opening.

5. PRICES :

Preference will be given to FIRM prices, but should the quoted prices be subject to variation, the price variation clause should be detailed in the offer.

6. DELIVERY:

8 Months from the date of Purchase order including Erection & Commissioning. Time between supply and site clearance shall be to MIDHANI account.

7. DISCOUNT :

Prices quoted should be applicable to purchases by Manufacturers and the manufacturer's discount, if any, should be indicated in the offer.

8. DESCRIPTION & SPECIFICATION :

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

9. 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.

10. 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.

11. 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 alteration will be permitted.

12. TERMS & CONDITIONS OF TENDER :

Any Purchase Order placed against the offer against this Invitation to Tender shall be subject to the General Conditions of this Invitation to Tender.

13. Terms of payment:

Supply: Through Irrevocable Letter of Credit, 30% payable against shipping document as mentioned at clause 13.1 and balance 70% payable against acceptance documents mentioned at clause 13.2. Clear instruction shall be given by you to the bank to forward the following documents without any delay to our bank. Andhra Bank, BDL Campus Branch, PO kanchanbagh, Hyderabad-500058 **OR** State Bank of India, Chandrayangutta, Hyderabad – 500058.

Service: Through Telegraphic Transfer, 90% Payable against Successful Commissioning after issue of PAC and Balance 10% after submission of Performance Bank Guarantee for 10% Order Value.

13.1 Documents required for 30% payment:

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

- a. Clean on Board Bill of Lading as defined in Incoterms 2010. – 2 negotiable and 2 non negotiable copies
- b. Signed Invoice for the goods dispatched. - 4 copies

- c. Certificate of Origin. – 2 copies
- d. Packing List. – 5 copies

- e. Test / Manufacturer's Certificate. – 4 copies
- f. Fax intimation particulars regarding shipment sent to our insurer – 2 copies
- g. Dispatch Advise issued by the Purchaser – 4 Copies

13.2 Documents required for claiming balance 70% payment:

- a. Acceptance certificate issued by Midhani in original.
- b. NOC from Midhani for releasing balance payment after recovery if any.
- c. Performance Bank Guarantee for 10% Order Value (Including Erection & Commissioning Charges) valid till Guarantee Period.

Note: Bank Guarantees shall be confirmed through SBI, Frankfurt/ SBI, Newyork / any Nationalised bank or Scheduled Bank encashable in India. BGs shall have an additional claim period of Three months.

13.3 Taxes & Duties:

All statutory customs/import duties, taxes, fees, cess & levies, etc. in India on the imported goods on amount payable in foreign currencies shall be borne and paid by the Purchaser.

Income tax (Withholding Tax) in India, if leviable and other taxes in relation thereto on any other account shall be borne and paid by the successful Supplier. The successful supplier shall be liable to file tax returns with respective income tax authorities as required under the Indian Income Tax Act.

All payments under the Purchase Order to the successful tenderer shall be subjected to deduction of taxes at source at the applicable rates in force as per the provisions of the Indian Income Tax Act or Double Taxation Avoidance Treaty whichever is more beneficial to the tenderer. Where the benefits of double taxation are to be availed, it shall be the responsibility of the tenderer to furnish the Tax Residency Certificate to the Purchaser required under the Indian Income Tax Act.

14. INSPECTION & TRAINING:

A per Annexure-I

15. ARBITRATION :

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

16. 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.

17. WARRANTY/GUARANTEE:

A per Annexure-I

18. INSURANCE:

Marine Insurance Coverage will be arranged by the Purchaser hence tenderers should quote only FOB/FAS Price.

19. 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.

20 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.

21 PACKING :

The material should be securely packed and properly marked to avoid Loss & Damage in Transit.

22 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 in the form of Bank Guarantee/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.

23 EMD CLAUSE :

All bidders shall submit an EMD amount equivalent to INR 60,000/USD 935 paid through online. Tenders not accompanied by Earnest Money Deposit online confirmation will be liable for rejection. The earnest money shall be kept deposited for 180 days.

24 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 of Tender. Each addendum issued shall form a part of the original tender documents to be reviewed as required.

25 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.

26 QUERIES/CLARIFICATION:

Queries/Clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by Fax/Letter direct to the Dy. General Manager (Purchase), Mishra Dhatu Nigam Limited, Hyderabad – 500 058 (FAX : 040 – 24340764). **E-Mail ID:** snitesh@midhani.com or DGM (Purchase) e-mail: mrinmoy.saha@midhani.com

27 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.

28 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.

29 MODE OF SUBMISSION OF TENDER :

Tenders shall be submitted as per the Procedure Indicated at Annexure.

Tenders 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.

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/Quotation should be submitted separately super scribed 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. & Due 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. Any bid not confirming to above shall be summarily rejected.

30 **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 :**

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 tenders or their authorization 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 & 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.

31 **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 "Tender" 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 / its heirs executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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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