

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (T.S.), India
Phone: 040-24184276, Fax: 040-24340764
Email Id: rajesh.muttigi@midhani.com , traghuram@midhani.com
Website: www.midhani.com

MDN/PUR/2772038/PC/ADVT/119/17-18
Date: 09.08.2017

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 @ 10.35 Hrs.

Supply of "SLIP PLATE MASS"

List of Tender documents:-

| S.No. | Document | | No. of Pages |
|-------|--|-------------|--------------|
| 1. | Technical Specification | Annexure-I | 01 |
| 2. | General Terms & Conditions (Indigenous) | Annexure-II | 04 |

NOTE:

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

Contact persons:

Commercial : RAJESH MUTTIGI, A M (PUR) -
04024184334

Technical : S. SAHA -
04024184432

| ITEM DESCRIPTION | QTY |
|------------------|----------|
| SLIP PLATE MASS | 1000 KGS |

1. SPECIFICATION :

It is a high temperature coating material which will be used for covering the ceramic fiber lined walls and roof of high temperature reheating furnaces.

It should be supplied as a liquid mix (Paste Form)

Density (Wet): 1280 kg/M³

Density (Dry): 880 kg/M³

Classification Temp: 1500 °C

Composition: Alumina & Silica

2. ACCEPTANCE CRITERIA: **Acceptance will be given based on the Test Certificate and Physical Inspection.**
3. DELIVERY: Within 6 Weeks from PO.
4. PACKING: Suitable packing with details of Order, Qty / Weight of consignment.

OTHER IMPORTANT NOTES:

TENDER FEE & E M D / S D : All Indian 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) | DETAILS FOR ON LINE PAYMENT (DDS WILL NOT BE CONSIDERED) |
|--------------------------------|---|---|
| Rs.1,000/- | Rs.5,000/- (Rs.Five thousand only) | http://ebs.in/midhani/public or www.midhani.com >Purchase>Tenders>TENDER FEE,EMD AND SECURITY DEPOSIT – ONLINE |

Proof and details of online payment to be enclosed along with the bid.

If EMD is not found enclosed along with the 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 Central & State Sales Tax Registration No., Tin No., VAT No. & date in the quotation.

- i) If Excise duty or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such Excise Duty and other duties shall be allowed as applicable at sale point on the production of documentary evidence. The Contractor has to furnish transporters coy of Invoice along with supplies for availing Cenvat credit.
- ii) SALES TAX: Sales Tax will be paid by the Purchaser at the sale point if legally leviable at the rate ruling on the date of supply. The percentage of Sales Tax applicable should be indicated. Central Sales Tax will be payable at concessional rates against "C" form on materials covered under Sales Tax Registration.

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:**

90% of material value + 100% Taxes & Duties within 30 days after receipt and acceptance of material / quantity received in Midhani site. Balance 10% shall be released after successful completion of Guarantee period for the materials ie., Min. 10 Heats OR 12 months from the date of supply OR immediately on submission of Performance Bank Guarantee (PBG) for an amount equivalent to 10% of Order value. **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 notwithstanding 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:**

Tenderers are required to submit their tenders in single part which should include both Techno-commercial Bid and Price Bid. (in LCNC format)

28. **TENDER OPENING:**

The Bids 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.

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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