

**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

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

Corporate Identity Number: L14292AP1973GOI001660

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Tender Notice No. : MDN/PUR/1790025/ADVT/113/19-20, Date: 31.07.2019

End of Issue of Tender Documents up to: 31.07.2019 at 17:30 Hrs.

Receipt of Tender on or before: 30.08.2019 at 10:30 Hrs.

Opening of Tender Date: 30.08.2019 at 10:35 Hrs.

Sl. No	MATERIAL	Estimated Requirement	
	DESCRIPTION & SPECIFICATION.	Unit	Qty
1	Supply, Erection & Commissioning of Digital Phased Array Ultrasonic Flaw detector as per enclosed specification.	No.	02

List of Tender Documents:-

S. No	Document Description	No. of Pages
	Invitation to Tender	
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Yours faithfully,
For Mishra Dhatu Nigam Limited
Rakesh Kumar Roushan
DGM (Purchase)

SPECIFICATION FOR PORTABLE PHASED ARRAY ULTRASONIC FLAW DETECTOR

Parameters	Supplier comply/Not Comply
<ul style="list-style-type: none"> A. Portable PAUT Detector should be rugged for any inspection environment. B. Machine should have been tested for vibration, shock, etc.-as per *MIL-STD 810 F or equivalent. C. second-generation 16:128 Phased Array acquisition module (including a UT Conventional channel). D. Equipment should be of splash proof (no air intake design) catering to IP 66. E. Equipment should be capable of conventional ultrasonic testing also using Pulse Echo, Dual transmission, thru transmission and immersion techniques. F. Operating mode: Phased array mode and conventional mode. G. Scan type :Sectorial and linear H. Material velocity range : 700 m/s to 15000 m/s I. Equipment should be of modular design so that it can be upgraded to advanced phased array modules in future. J. Suitable software should be provided to use multiple phased array probes in single module. Minimum 8 groups. K. Should be provided with Multiple A, B , S and C scan screen views& multiple views. L. Equipment angle step shall be 1 degree. M. Maximum number of focal shall be 256. N. Shall have option for real time mapping/markings of defect locations with respect to the datum . O. Should be provided with encoder input capability with data acquisition synchronization on mechanical movement. P. Should be provided with additional memory cards to enhance memory capacity to at least 8 GB or more. Q. Machine should be capable to Scan Plates/flat products and should be compatible with 2 Axis Raster Arm Scanner. R. The instrument should be compatible with at least standard industry inspection codes, including, but not limited to the following: i) ASME Section V, Article 4, (ii)All ASME Phased Array Code Cases, (iii) 	

ASTM E2700-09, (iv) ASTM 2591, (v)ASTM E2491-06, (vi) AWS, (vii) API 1104 and API RP2X, (viii) CEN EN 583-6, (ix) BSI BS7706.

5. All A-scans generated must be fully stored and all ultrasonic beams should be fully calibrated.

Scope of Supply:

1. Digital PAUT detector operates with AC power or Rechargeable battery operation
2. Scanner
3. Wedges
4. Probes& Probe holder
5. Charger/AC adapter
6. Rechargeablebattery
7. Transport case
8. Operation user's manual
9. Quick reference card

Spares:

1. One-Printed circuit board.

PULSER:

Aperture	16 elements
Number of elements	128 elements

RECEIVER:

Receiver	PA Channels	UT Channels
Gain	0 dB to 80 dB, maximum input signal 550 mVp-p (full-screen height)	0 dB to 120 dB maximum input signal 34.5 Vp-p (full-screen height)

PC INTERFACE

The supplier should provide any software for PC interface to download inspection data, review measurements on PC, export. Measurements and calibration data to common spreadsheet programs, back up calibration and inspection data

<p>from the instrument.</p> <p>Software's for phased array technique development and PC based interface to be provided as standard supply</p> <p>Should have direct access to printer using suitable USB port.</p> <p>Hardware and software should have on-line help and wizards with embedded user manual (for On-line help) and step-by-step wizards assist for complete set up creation and for sensitivity, wedge delay and velocity , TCG calibration.</p>	
<p><u>SCANNER</u></p> <p>Should have touch screen remote control with joystick option allowing to perform jog or constant encoded motion & different direction automatic raster scan patterns.</p> <p>Scanner specifications: 2-axis scanner with raster arm on it. to use 'Dual Linear Array' and ,Raster arm movement is remote controlled. Maximum scanner speed 900 mm/s .</p> <p>Remote controller with minimum 7meter long cable, carrying case, power supply and motor controller.</p> <p>Motorized raster arm with min of 600 mm width</p> <p>Scanner resolution: 1300 steps/mm</p>	
<p><u>PROBES :</u></p> <ul style="list-style-type: none"> • Angle probe: 5MHz probe with 64 elements linear array with pitch of 0.5mm. Should be capable to steer 55 degrees in material. • Wedge: To be used to generate nominal sheer wave of 55degree waves that can be steered from 40degree to 70degree. • Normal probe: 7.5 Mhz dual 32 elements arrays liner array linear array(DLA) probe. 2 linear arrays are mounted besides each other to function as T-R phased array probe. Should be used for checking volumetric indications, gauging thickness and lamination check in plates. 	

<p><u>Accessories</u></p> <ol style="list-style-type: none"> 1. All the required probes with probe holder & scanners should be suitable to scan plates/flat products and shall meet the specification as detailed in below. 2. 1 USB key with software 	
<p><u>Training:</u></p> <ol style="list-style-type: none"> 1. Detailed training on PAUT machine & maintenance shall be provided by the supplier to Minimum of ten operators with certificate. 2. The certification shall be from OEM only however training can be provided by their local representative. 3. Training shall be at Midhani, Hyderabad. 4. Training shall not be less than 10 days period. <p>Optional: Vendors are free to quote as an option to provide training from any reputed institution with certificate equivalent to ASNT/PCN NDT level II .Training shall be at Midhani,Hyderabad.</p>	
<p><u>Pre-Dispatch Inspection:</u></p> <ol style="list-style-type: none"> 1. PDI shall be at OEM or at their local representative facility. 2. Supplier shall give at least 10 days advance information to depute our representative for PDI. <p><u>Warranty/Guarantee:</u></p> <p>Warranty/Guarantee Certificate for the equipment/material for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier is to be submitted towards any design, fabrication, workmanship defects etc. in case, any defects are noticed the same should be repaired / replaced free of cost</p>	

Standard Eligibility Criteria & Evaluation thereof

Offers shall be considered subject to fulfilling of the eligibility criteria as below:

Eligibility Criteria:

Sl. No	Criteria	Documents required for confirmation
01	<p><i>Bidder</i></p> <p>a) Should have been established and operating in the related field for a period of at least 05 years prior to the date of Tender.</p> <p>b) Should not be a Trading Company.</p>	<p><u>For (a):</u></p> <ul style="list-style-type: none"> - Certificate of Incorporation issued by the Registrars of Companies "OR" - Certificate of Registration by Registrar of Firms "OR" GST Registration in case of proprietary firms "OR" - Relevant Registration/Incorporation Certificate issued by Concerned State authorities in case of Foreign Firms with proof of address. <p><u>For (b):</u> Self Certified Document that the Company is not a Trading Company</p>
02	<p><u>Annual Turnover</u></p> <p><i>Bidder</i></p> <p>Should have a minimum average annual turnover of Rs. 640 Lacs in the previous three financial years</p>	Audited annual accounts
03	<p><u>Positive Net Worth/Solvency:</u></p> <p><i>Bidder</i></p> <p>Should have Positive Net worth in each of the previous three financial years</p> <p>"OR"</p> <p>Should submit solvency certificate for Rs. 52 Lacs issued not earlier than 6 months from the date of Tender.</p>	<p>Audited annual accounts</p> <p>"OR"</p> <ul style="list-style-type: none"> a) In case of Indian parties it should be issued by nationalized or scheduled bank from INDIA. b) In case of foreign parties it should be issued by Nationalized or schedule bank from India having a branch in the foreign land or countersigned by Nationalized or schedule bank of India.
04	<p><i>Bidder</i></p> <p>Should have PAN/ TAN/TIN/GST registration or Relevant Tax Registration of Foreign parties</p>	<ul style="list-style-type: none"> a) Copy of registration certificates for Indian parties. b) In case of foreign parties, relevant tax registration certificate from the countries where the company is registered.
05	<p>Technical Experience:</p> <p><i>Bidder</i></p> <ul style="list-style-type: none"> (a) Vendor should have experience of supplying portable Phased Array ultrasonic flaw detector meeting the above requirements to space agencies, defense, atomic energy sectors etc. (b) The previous supply shall be within last three years from the date of tender. (c) Midhani reserves the right to ask for demonstration of offered machine during technical evaluation & supplier should be able to show Demo at Midhani, Hyderabad, within two weeks of time from the date of intimation. (d) The supplier shall make submit compliance 	<ul style="list-style-type: none"> (a) Details of their previous supplied machines like PO along with detailed specification, installation certificates should be furnished along with the offers.

	<p>statement against each point of technical specification stating Comply or not comply.</p> <p>(e) The bid shall stand invalid and cause for disqualification if the filled in compliance statement is not enclosed with the technical bid documents.</p>	
06	<p>Bidder</p> <p>Unconditional acceptance of all commercial terms and conditions.</p>	Self certificated document to be submitted

General Terms and Conditions of the Tender

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. **VALIDITY :**
The offer should be valid for a minimum period of 180 days from the date of opening of the tender.

5. **DELIVERY PERIOD:**

FOB/FCA: Within 2 Months from the Date of PO.

FOR MIDHANI, Hyderabad: Within 3 Months from the Date of PO.

Erection & Commissioning 15 days from site handover.

6. **WARRANTY/GUARANTEE:**

As per Annexure-I.

7. **EARNEST MONEY DEPOSIT:**

All bidders shall submit an EMD amount of **Rs.2,00,000/- (Rupees Two Lakhs only) or equivalent Foreign Currency** through online mode as the link given below (or) Bank Guarantee confirmed through a Nationalized Bank/ Scheduled Commercial Bank encashable at Hyderabad shall be enclosed with Techno-Commercial Bid. **If EMD is not found enclosed, such offers are liable for rejection.** Bank Guarantee shall be valid for a period of 180 days. EMD is exempted for MSEs as per Government Guidelines.

EMD / Security Deposit submitted in the form of DD / Cheque is not acceptable to us.

All the bidders are requested to submit the **“EMD and Security Deposit”** online through the below link or in the form of Bank Guarantee:

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

If EMD is not submitted, offers are liable for rejection. EMD and Security Deposit in the form of Demand Draft or Bankers Cheque will not be considered unless prior consent from MIDHANI is obtained. Exemption of EMD is available only to MSEs and Start Ups as per Government Guidelines.

The earnest money shall be kept deposited till validity of the offers/finalization of the tender whichever is earlier. 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.

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.

The Earnest Money shall be returned to all the firms after finalization of the tender, except to the successful tenderer. EMD of successful tenderer shall be returned after submission of Security Deposit/shall be held as Security Deposit as the case may be. 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.

8. SECURITY DEPOSIT (SD):

The Security Deposit of 10% Order Value shall be submitted on placement of order, in the form of DD / Bankers Cheque (or) Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 21 days from the placement of order.

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 Supplier/Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the order/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 after 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.

All Government Departments and Central PSUs are exempted from payment of Security Deposit. In all cases where SD is exempted, in case of failure of the bidder to accept / execute the contract as per agreed terms, the bidder shall not be permitted to participate in the re-tender for the same item. Suitable penal action in accordance with other provisions of the Tender shall also be applicable.

In case Security Deposit is not submitted within the stipulated time as above, interest @ 12% p.a. shall be levied for the period of delay beyond the stipulated time. Interest as above may be either deposited by the supplier / contractor or recovered from any amounts due to the supplier / contractor.

9. PRE-DISPATCH INSPECTION:

As per Annexure-I.

10. ALL BANK GUARANTEES (EMD/SD/ADVANCES/PBG) SUBMITTED:

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

11. Purchase Preference under 'Make in India' Programme as per below mentioned Order and Notifications shall be provided to all Local suppliers:

A. Public Procurement (Preference to Make in India) Order – 2017 dated 15/06/2017.

Local supplier means a supplier or service provider whose product (Goods, services, as also works) offered for procurement meets the minimum local content as prescribed

under the above mentioned order or by competent Ministries/Departments in pursuance of this order.

Local content means the amount of value added in India which shall, unless otherwise prescribed by the nodal Ministry, be the total value of the item procured (Excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of total value in content.

Minimum local content shall ordinarily be 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may prescribe the manner of calculation of local content.

The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

In cases of procurement of value in excess of 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. For details please visit the following website link:

https://dipp.gov.in/sites/default/files/publicProcurement MakeinIndia_15June2017.pdf

B. DDP Notification No. 59011/8/2015-D(HAL-II) issued on different dates mentioning list of items with minimum specific local content etc for consideration as local supplier in pursuance of above mentioned order.

12. Vendors to intimate the value of Goods & Services which are sub contracted by them from MSE's if any, pertaining to the tendered item(s).

13. **MSE (MICRO AND SMALL ENTERPRISES):**

As per Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) order, 2012 vide Gazette notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt of India, the following benefits will be extended to the MSEs.

If Tenderer happens to be a MSE as per Government Guidelines, necessary benefits in line with Government Guidelines issued from time to time shall be provided on submission of valid documentary proof to the satisfaction of the Purchaser. In case organization is an MSE Unit owned by SC/ST Entrepreneur or owned by Women Entrepreneur, submit valid documentary proof for extending benefits as per Government guidelines. Benefits include

1. EMD is exempted for Micro & Small Enterprises (MSEs) registered with DIC/ NSIC/KVIC/ Udyog Aadhar Memorandum (UAM) issued by MoMSME or any other body specified by Ministry of MSME.
2. Purchase Preference to MSE's shall be provided as given below.
 - i. In tenders, participating Micro and Small Enterprises quoting price within price band of L1+ 15 percent shall also be allowed to supply at least 20% requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 - ii. In case of tender item is non-divisible and if Micro and Small Enterprises quoted price is within the price band L1+15% shall be allowed to supply total tender requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise.

3. The benefits mentioned above are meant for procurement of goods produced and services rendered by MSE's. Traders are excluded from availing these benefits

Start ups as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD).

14. QUERIES / CLARIFICATIONS:

Queries / clarifications technical, financial or commercial, if any, that may arise, should be referred by the tenderer by email/letter to

Technical Queries:

Name : Shri Praveen
Email id : g.praveenkumar@midhani-india.in
Ph : +91-40-24184494

Commercial/Financial Queries:

Name : Shri S. Nitesh
Email id : snitesh@midhani-india.in
Ph : +91-40-24184202

15. 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.

16. ARBITRATION :

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the EOI/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

In case of PSU/Government organization DPE guidelines in force or as amended from time to time shall be applicable. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government dept./Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013- DPE(GM)/FTS-1835 dated 22/5/2018 or the latest DPE Guidelines issued from time to time.

17. 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.

18. RISK PURCHASE:

If the Contractor fails to complete the supply of material /assigned work within the time prescribed in the tender/ contract/Purchase Order thereof, the Purchaser reserves the right to get the supplies/job done through other sources at the supplier's/Contractor's cost and risk.

19. ADDENDA TO TENDER DOCUMENTS :

The Purchaser reserves the right to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clause 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. **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.

21. **BANKRUPTCY ETC.:**

If the Supplier/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.

22. **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.

23. **LIQUIDATED DAMAGES(LD):**

Liquidated Damages shall be levied against Suppliers/Contractors in the event of unsatisfactory, delayed or non supply of materials/execution of Contract beyond the date of delivery/completion of job. LD is leviable at the rate of 1% of the total order/contract prices per week or part there of subject to a maximum 10% of the order/contract prices including taxes & duties 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. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract. MIDHANI shall issue GST Invoice/Debit Note for the LD deducted on the name of Supplier/Contractor against which GST credit may be availed, if applicable.

24. **CANCELLATION / SHORT CLOSURE OF CONTRACT/PURCHASE ORDER:**

The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.

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 cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

25. **REJECTED GOODS:** The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of intimation regarding rejection from Midhani. In case the rejected goods are not replaced within six weeks from the date of receipt of the inspection memo, MIDHANI is not responsible for any loss, damage and theft, and in addition, MIDHANI reserves the right to recover such amount as may be assessed on account of storage and incidentals or any other charges MIDHANI may have incurred.

The vendor has to lift the rejected material from MIDHANI within 6 months from the date of receipt of intimation. In case of rejected goods are in MIDHANI for more than 6 months, MIDHANI reserves the right to dispose of the same and Vendor shall not have any right for claiming the goods or damages thereof.

26. **SUBMISSION OF TENDER :**

Tenders shall be submitted as per procedure specified at Annexure III. The tenders received after the stipulated time and due date, due to any reason whatsoever will not be considered. Tenders who are incomplete or otherwise considered defective are liable to be rejected.

27. **MULTIPLE L1 PARTIES:**

In case more than one tenderer is qualifying as L1, after price evaluation and the order is not to be split, the placement of order shall be done after obtaining reduced revised price bid from the L1 tenderers and if still there is a tie among L1 tenderers then to discover the final L1, draw of lots shall be held in presence of the tenderers who chose to be present.

28. Only one vertical (Company) from a group of companies will be eligible to participate in the tender. Midhani reserves the right to reject the bids of all such parties summarily, if it is found that verticals under the same organizations have participated.

29. **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 e-platform (or) in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening, as the case may be.

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 e-platform (or) in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening, as the case may be at the time and date which will be informed to the tenderers concerned in advance.

C. ASSESSMENT:

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/loading of any charges to arrive at the Landed Cost to MIDHANI. In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening." 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.

30. **DEFINITIONS:**

A. PURCHASER:

The term "Purchaser" or "Midhani" 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.

B. 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.

C. SUCCESSFUL TENDERER/SUPPLIER/CONTRACTOR:

The term "Successful Tenderer/Supplier/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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TERMS AND CONDITIONS FOR INDIGENOUS OFFERS**1. PRICE BID FORMAT:**

Prices shall be quoted ONLY in the following format/as per BOQ:

Sl. No	Description	Quantity with UOM	Unit Price per job (INR)	Total FOR Midhani price (INR)	HSN/SAC Code	GST (%)
I	II	III	IV	(V = III x IV)		VI
1	Supply of Digital PAUT detector operates with AC power or Rechargeable battery operation, Scanner ,Wedges , Probes& Probe holder ,Charger/AC adapter, Rechargeable battery ,Transport case ,Operation user's manual ,Quick reference card.	2 No's				
2	Erection and commissioning cost	2 No's.				
3	(Essential / standard spares) One-Printed circuit board + any manufacturer recommended essential spares.	2 Sets				
4	Training from OEM or their local representative (Mandatory)	lump sum				
5	AMC for two years (Optional)	lump sum				
6	Training from any reputed institution with certificate equivalent to ASNT/PCN NDT level II (optional).	lump sum				

The Tenderer shall indicate/furnish the following in his offer (if applicable):

- Manufacturer's Name & Address.
- Country of origin of goods.
- Delivery period.
- Mode of packing.
- Net weight and Gross weight.
- Technical Literature / Catalogue/Specifications.
- Details of Shelf life, if any, applicable for the goods offered.
- Your Banker's Name, Address & Details.
- 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.
- HSN Code for all the Items quoted along with applicable GST Rates.
- TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

Note: Technical Offers shall contain UNPRICED Format indicating all the details without which offers are liable to be rejected.

2. **TERMS OF PAYMENT:**

For Supply: 90% value along with 100% taxes against receipt of material in MIDHANI after successful pre-dispatch inspection at supplier's works.

For Erection & Commissioning: 90% value along with 100% taxes against successful Erection & Commissioning on Indentor's certification.

Balance 10% payment of both supply and service shall be done after acceptance of the material at our end on successful commissioning and against submission of performance bank guarantee for 10% value of the order valid till guarantee / warranty period.

SPARES

Ninety percent (90%) of the value of Spares plus 100% of Taxes & Duties against the presentation of necessary documents proving that the goods are delivered FOR Site supply a single lot.

Ten (10%) of the value of Spares ordered shall be paid after issue of Provisional Acceptance Certificate (PAC).

AMC CHARGES (IF CONSIDERED FOR PROCUREMENT)

100% value along with 100% Taxes on Quarterly basis against certification of MIDHANI for satisfactory provision of AMC Services.

3. **PRICES:**

Price Basis: FOR Midhani, Hyderabad basis shall be quoted. 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.

4. **TAXES AND DUTIES:**

The Tenderer shall indicate their GST Number & date in the quotation. Taxes/Duties payable have to be clearly indicated in the quotation. The nature of duties and applicable percentages thereof and the items on which such taxes/duties are leviable along with applicable HSN code shall be indicated in the Offer. Payment of taxes or duties shall be as applicable at the time of supply and on production of documentary evidence. Statutory variation in the rate of Taxes and duties during the delivery period shall be accepted.

5. **PACKING:**

The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road. Mode of Packing shall be specified in the offer.

GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS**1. Prices shall be quoted ONLY in the following format/as per BOQ:**

Sl. No	Description	Quantity with UOM	Unit Price (USD/EUR/GBP)	Total FOB Price (USD/EUR/GBP)	Customs Tariff (HSN) Code
I	II	III	IV	(V = III x IV)	
1	Supply of Digital PAUT detector operates with AC power or Rechargeable battery operation, Scanner ,Wedges , Probes& Probe holder ,Charger/AC adapter, Rechargeable battery ,Transport case ,Operation user's manual ,Quick reference card.	2 No's			
2	Erection and commissioning cost	2 No's.			
3	(Essential / standard spares) One-Printed circuit board + any manufacturer recommended essential spares.	2 Sets			
4	Training from OEM or their local representative (Mandatory)	lump sum			
5	AMC for two years (Optional)	lump sum			
6	Training from any reputed institution with certificate equivalent to ASNT/PCN NDT level II (optional).	lump sum			

In case you opt for any other INCOTERMS other than FOB, ONLY additional Charges for CIP/CIF/C&F Price may be quoted separately. FOB PRICE SHALL BE INDICATED IN THE OFFER WITHOUT FAIL.

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

- Manufacturer's Name & Address.
- Country of origin of goods.
- Delivery period.
- Mode of packing.
- Net weight and Gross weight.

- f. Technical Literature / Catalogue/Specifications
- g. Details of Shelf life, if any, applicable for the goods offered.
- h. Your Banker's Name, Address & Details.
- i. 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.
- j. HSN Code for all the Items quoted along with applicable GST Rates.
- k. TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

Note: Technical Offers shall contain UNPRICED Format indicating all the details without which offers are liable to be rejected.

2. CREDIT RATING CERTIFICATE:

Tenderers shall furnish credit rating obtained by them from any reputed credit rating agency along with offer.

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:

As per annexure-II.

7. PRE-DISPATCH INSPECTION:

As per Annexure-I.

8. DISCOUNT :

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

9. DESCRIPTION & SPECIFICATION :

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

10. 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.

11. 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.

12. 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.

13. 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.

14. TERMS OF PAYMENT:

For Supply: Through Irrevocable Letter of Credit/Telegraphic Transfer, 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.

(or)

100% Payment within 30 Days from the date of Receipt and acceptance of Material at MIDHANI

For Erection & Commissioning: 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 valid till guarantee period.

SPARES

Ninety percent (90%) of the value of Spares plus 100% of Taxes & Duties against the presentation of necessary documents proving that the goods are delivered FOR Site / FOB supply a single lot.

AMC CHARGES (IF CONSIDERED FOR PROCUREMENT)

100% value along with 100% Taxes on Quarterly basis against certification of MIDHANI for satisfactory provision of AMC Services.

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 (If Applicable).

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. 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.

15. 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.

16. WARRANTY/GUARANTEE:

As Per Annexure-1.

17. INSURANCE:

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

18. 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.

19. 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.

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

21. EMD: As per Annexure-II

22. SECURITY DEPOSIT (SD): As per Annexure-II

23. 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.

24. 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.

25. 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: rakesh@midhani.com

26. 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.

27. 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.

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

ENVELOPE NO.1:

PART – I “TECHNO- COMMERCIAL BID”

ALONG WITH EMD AND SIGNED COPY OF PRE-CONTRACT INTEGRITY PACT

ENQUIRY NO. MDN/PUR/1790025/ADVT/113/19-20

DATE: 31.07.2019

DUE DATE: 30.08.2019 AT 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”

ENQUIRY NO. MDN/PUR/1790025/ADVT/113/19-20

DATE: 31.07.2019

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

TENDER NO.

ENQUIRY NO. MDN/PUR/1790025/ADVT/113/19-20

DATE: 31.07.2019

DUE DATE: 30.08.2019 AT 10.30 HRS.

CONTENTS:

- 1) TECHNO-COMMERCIAL BID WITH EMD AND PRE-CONTRACT INTEGRITY PACT
- 2) PRICE BID

To

THE ADDL. GENERAL MANAGER (I/C PURCHASE & STORES)

MISHRA DHATU NIGAM LIMITED

PO: KANCHANBAGH,

HYDERABAD - 500 058.

NAME OF THE TENDERER:

PART – VI

SPECIMEN FORMS OF

BANK GUARANTEES

1. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
2. BANK GUARANTEE TO SECURE THE INITIAL ADVANCE PAYMENT
3. BANK GUARANTEE FORMAT FOR GA DRAWINGS
4. BANK GUARANTEE FOR LOTWISE SUPPLIES
5. PERFORMANCE BANK GUARANTEE

1. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed onday of by
.....

(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 favour 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 A.P. 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 Contractor(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.....(Rupees..... 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 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
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. Our liability is limited to a sum not exceeding Rs 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

2. BANK GUARANTEE TO SECURE THE INITIAL ADVANCE PAYMENT

1. This deed of guarantee executed onday of
by.....
(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 favour 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 A.P. 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) agreeing to make an advance payment of Rs representing % of the total contract value along with the 14% interest per annum as per the terms and conditions of the Purchase / Works Order No. dated (hereinafter called the Agreement) to hereinafter called the said Contractor(s) (which term shall mean and include its successors assigns and legal representatives) on production of a bank guarantee for Rs(Rupees..... 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 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
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. Our liability is limited to a sum not exceeding Rs 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

3. BANK GUARANTEE TO SECURE THE PAYMENT FOR GENERAL ARRANGEMENT DRAWING

This Deed of Guarantee executed on..... Day of..... by..... Bank. hereinafter called the "Guarantor" (which term shall mean and include its successors, assigns and legal representatives, where the context so admits) in favour 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 A.P. INDIA, hereinafter referred to as the "Purchaser", (which term shall mean and include its successors and assigns).

WHEREAS the Contract vide Purchase Order No:, date has been entered into between the Purchaser and M/s. a company incorporated and registered under the Companies Act 1956 by which the company is permitted to manufacture and sell products and having its registered office situated at Hereinafter referred to as the CONTRACTOR, (which term shall mean and include its successors, assigns and legal representatives) for the purchase of as fully described in the aforesaid contract.

AND WHERE AS it has been agreed under the terms and conditions of the aforesaid contract that the Purchaser shall make an advance payment to the Contractor of ₹(in words) representing% of the total contract value along with the 14% interest per annum for utilizing it for the purpose of contract on furnishing a Guarantee from a Bank.

AND WHERE AS the Gurantor has, as per the terms and conditions of the aforesaid contract, agreed to stand guarantee for the amount of advance payment including interest there on in favour of the Contractor.

NOW THIS DEED witnesses that in pursuance of the terms and conditions of the aforesaid contract and in consideration of the advance payment of ₹ representing% of the total value of the Contract agreed to be made to the Contractor by the Purchaser, the Guarantor do hereby agree and undertake to indemnify the department, and keep the department indemnified to the extent of a sum not exceeding the said sum of ₹ (in words Rupees) against any damage or loss that may be suffered by the purchaser by reason of nonfulfilment of any of the terms and conditions of the contract by the contractor and the Guarantor hereby undertake to pay on demand and without any demur to the Department any sum unconditionally and irrevocably not exceeding the sum of ₹ (Rupees) as may be ascertained by the GM (Commercial) of the Purchaser as the damages or loss that the department may have suffered by reason of nonfulfillment of any particular terms and conditions of the Contract by the Contractor, provided that the Guarantee comes into force when the advance payment has been made to the account of the Contractor and Guarantor hereby covenants with the Department as follows:

- (1) That the decision of the General Manager (Commercial) of the Purchaser as to whether the contractor has committed breach of any such terms and conditions of the Contract or not and as to the amount of damages or loss assessed by the said official of the Purchaser on account of such breach shall be conclusive final and binding on the Guarantor.
- (2) That the Guarantee herein contained shall remain in full force and effect till the Contract delivery date viz. by which date all the supplies required under the aforesaid contract are expected to be completed to the full satisfaction of the department / purchaser or till the purchaser certifies in writing that the terms and conditions of the said Contract and accordingly discharges the Guarantee. The Guarantor undertakes to pay on demand and without any demur the amount demanded by the department or GM (Commercial) of purchaser unconditionally and irrevocably. Unless a demand or claim under this Guarantee is made on the Guarantor in writing on or before, the Guarantor shall be discharged from all liabilities under this Guarantee thereafter.
- (3) That the purchaser shall have the fullest liberty, without Guarantor's consent and affecting in any way the liability of the Guarantor under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of Performance by the said contractor or to postpone for any time or from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract and the said Guarantor shall not be released from its liability under these presents by any exercise by the Department of GM (Commercial). Purchaser of the liberty with reference to matters aforesaid act or omission on the part of the purchaser or any indulgence by the purchaser to the said contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor from its liability.
- (4) It shall not be necessary for the department or GM (Commercial) of the Purchaser to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against the Guarantor notwithstanding any security which the Purchaser may have obtained or obtain from the Contractor at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
- (5) The Guarantor undertakes to pay to the department / purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor with the Guarantor or purchaser / department in any suit or proceedings pending before any court or tribunal relating thereto the guarantor's liability under these presents being absolute and unequivocal.

(6) The Guarantor lastly undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and agrees that any change in the constitution of the said Contractor or the said Guarantor shall not discharge the Guarantor's liability hereunder.

(7) Our liability is limited to a sum not exceeding ₹ 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 where of these presents are executed at on the date, month and year first herein above written.

FOR & ON BEHALF OF THE GUARANTOR WITHIN NAMED

4. BANK GUARANTEE TO SECURE THE PAYMENT MADE AGAINST LOT WISE SUPPLY

1. This deed of guarantee executed onday of
by.....

(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 favour 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 A.P. 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) agreeing to make payment of Rs representing % of the value of indigenously dispatched goods (lot wise) as per the terms and conditions of the Purchase / Works Order No. dated (Hereinafter called the Agreement) to hereinafter called the said Contractor(s) (which term shall mean and include its successors assigns and legal representatives) on production of a bank guarantee covering the lot value plus interest at 14% p.a. for Rs (Rupees 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 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
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. Our liability is limited to a sum not exceeding Rs 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

5. BANK GUARANTEE TOWARDS PERFORMANCE BANK GUARANTEE

This Deed of Guarantee executed on..... Day of..... by..... Bank. hereinafter called the "Guarantor" (which term shall mean and include its successors, assigns and legal representatives, where the context so admits) in favour 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 A.P. INDIA, hereinafter referred to as the "Purchaser", (which term shall mean and include its successors and assigns).

WHEREAS the Purchase Order No: MDN/PUR/..... (*Indicate both the order Numbers*) Dated..... has been entered into between the Purchaser and M/s..... a company incorporated and registered under the Laws of by which the company is permitted to manufacture and sell certain products, and having its registered office situated at hereinafter referred to as the SUPPLIER (which term shall mean and include its successors, assigns and legal representatives) for the supply of (*Indicate the list of Items which are replaced/repaired*) as fully described in the aforesaid Purchase Order.

AND WHEREAS it has been agreed under the terms and conditions of the aforesaid Purchase Order that the Purchaser shall make balance payment to the Supplier of(amount) in words (.....) representing **10%** of the total value of the repaired and replaced parts in the Purchase Orders on final acceptance of the and on furnishing a Guarantee from a Bank acceptable to the Purchaser by the Supplier towards satisfactory performance of the supplied.

AND WHEREAS the Guarantor has, as per the terms and conditions of the aforesaid Purchase Order, agreed to stand guarantee for the amount of ten per cent of the balance payment in favour of the Supplier and the Guarantor is acceptable to the Purchaser.

NOW THIS DEED witnesses that, in pursuance of the terms and conditions of the aforesaid Purchase Order and in consideration of the payment of representating **10%** of the total value of the repaired and replaced parts in the Purchase Orders agreed to be made to the Supplier by the Purchaser, the Guarantor do hereby agree and undertake to indemnify the Purchaser and keep the purchaser indemnified to the extent of a sum not exceeding the said sum of (Amount) (In Words) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of or breach any of the terms and conditions of the Purchase Order by the supplier, and the guarantor hereby undertaken to pay on demand and without any demur to the purchaser any sum unconditionally and irrevocably not exceeding the sum of (Amount) (In Words as may be demanded by the Purchaser's General Manager (Commercial) or Representative of the purchaser as the damages or loss that the purchaser may have suffered by reasons of non-fulfillment of any of the terms and conditions of the Purchase Order by the Supplier, and Guarantor hereby covenants with the Purchaser as follows:

1. That the decision of the General Manager (Commercial) or Representative of the Purchaser as to whether the said installation under the Purchase Order gives satisfactory performance or not and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said installation under the Purchase Order shall be conclusive, final and binding on the Bank.
2. That the Guarantee herein contained shall remain in full force and effect till the Purchaser certifies in writing that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Supplier and accordingly discharges the Guarantee. Unless a demand for claim under this Guarantee is made on the Bank in writing on or before, the Bank shall be discharged from all liabilities under this Guarantee thereafter, provided that if the Purchaser, together with the Supplier, seeks an extension of the term of the Guarantee, such extension shall be granted by the Bank and the Guarantee shall be in full force and effect till the expiry of such extended period.
3. That the Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said Purchase Order or to extend its performance by the said Supplier as provided or to postpone, for any time and from time to time, any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the said Purchase Order, and the said Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or of any other matter or thing whatsoever which, under the law relating to sureties, would, but for this provision, have the effect of so releasing the Bank from its liability.
4. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtain from the Supplier.
5. The Bank lastly undertakes not to revoke this Guarantee during its currency, except with the previous consent of the Purchaser in writing, and agrees that any change in the constitution of the said Supplier or the said Bank shall not discharge the Bank's liability hereunder.

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

FOR & ON BEHALF OF THE BANK WITHIN NAMED

Draft LC Format as per MT 700 of UCP Latest Version

All tenderers are requested to fill in/tick appropriate fields inline with the tender terms and conditions. The same shall be finalised with the successful tenderer upon placement of Order/Contract and submission of Security Deposit (No separate confirmation shall be obtained after placement of PO/Contract)

To
The Assistant Gen Manager
State Bank of India,TFPC
Ashok My Home Chambers
S. P Road., Secunderabad - 03

Or
To
The Manager, Andhra Bank,
BDL Campus, Kanchanbagh,
Hyderabad - 500058

	Receiver Bank Details:		
27	Sequence of Total	1/1	
40A	Type of L/C	<input type="checkbox"/> Irrevocable <input type="checkbox"/> Irrevocable & Transferable	
20	Letter of Credit Number		
31C	Date of Issue		
31D	Date and Place of Expiry	Date: _____ (21 Days after the Date of Dispatch)	Place: _____
50	Name and Address of the Applicant	MISHRA DHATU NIGAM LIMITED (A Govt. Of India Enterprise)	
59	Name and Address of the Beneficiary		
32B	Currency & Amount of L/C (In Words & Figures)	(Shall be filled in as per the PO/Contract)	
39A	Variations in L/C Amount or addl. Amounts permitted		
C			
41A	Credit available with		Name and Address of the Bank
	Credit available by	<input type="checkbox"/> Payment <input checked="" type="checkbox"/> Negotiation <input type="checkbox"/> Acceptance <input type="checkbox"/> By Deferred payment	
42C	Usance of Drafts	<input checked="" type="checkbox"/> at Sight <input type="checkbox"/> (specify)	
42B	Drafts to be drawn on	State Bank of India (04031), TFPCPC, Ashok My Home Chambers, S.P Road, Secunderabad - 500 003	Or Andhra Bank, BDL Campus, Kanchanbagh, Hyderabad - 500058
42P	Deferred Payment, if any		
43P	Partial Shipments	<input type="checkbox"/> permitted <input type="checkbox"/> prohibited	43T Transshipment: <input type="checkbox"/> permitted <input type="checkbox"/> prohibited
44A	Shipments from		
44E	Port of Loading/ Airport of Departure		
44F	Port of Discharge/Airport of Destination	<input type="checkbox"/> Nhavasheva <input type="checkbox"/> Chennai <input type="checkbox"/> Hyderabad Airport, India	
44B	Place of Final Destination /For Transport	ICD, Hyderabad, India	
44C	Latest Shipment Date	(Shall be filled in as per the PO/Contract inline with Tender delivery condition)	
45A	Description of Goods (Also indicate whether FOB/CIF/C&F etc.)		
46A	Documents required		
	Stage - I (30% of Payment shall be as per Tender Conditions) :	Thirty (30) percent of the Contract price for supplies i.e., _____ (Shall be filled as per PO/Contract) is payable against shipment of the material and against presentation of the following documents.	
	<input type="checkbox"/>	Clean on Board Bill of Lading/Airway Bill as defined in Incoterms 2010 made to Order and blank	
	<input type="checkbox"/>	Signed Invoice for the goods dispatched. - 4 copies	
	<input type="checkbox"/>	Certificate of Origin. - 2 copies	
	<input type="checkbox"/>	Packing List. - 5 copies	
	<input type="checkbox"/>	Guarantee Certificate - 4 copies	
	<input type="checkbox"/>	Test / Manufacturer's Certificate - 4 copies	
	<input type="checkbox"/>	Fax intimation particulars regarding shipment sent to our insurer/Insurance Policy Document	
	<input type="checkbox"/>	Dispatch Advice issued by the Purchaser - 4 Copies	
	<input type="checkbox"/>	Certificate from Beneficiary that one set of non-negotiable documents have been sent to Purchaser/Buyer as per PO/Contract	
	<input type="checkbox"/>	Draft at Sight/ _____ Days acceptance for _____ % of Invoice Value	
	Stage - II (70% of Payment shall be as per Tender Conditions)	Seventy (70%) of the Shipment Value i.e., _____ (Shall be filled as per PO/Contract) is payable against presentation of the following documents.	
	<input type="checkbox"/>	Final Acceptance Certificate issued by MIDHANI	
	<input type="checkbox"/>	NOC from MIDHANI for Release of Balance Payment after recovery, if any	
	<input type="checkbox"/>	Performance Bank Guarantee for TEN PERCENT Order Value till Guarantee Period as per Tender with an additional claim period of three months from any Nationalised/Scheduled Bank of India	
47A	Additional Conditions		
	<input type="checkbox"/>	All documents must mention the LC Number, Date, Purchase Order number and Date and that the Goods are being Imported as per Foreign Trade Policy 2015-2020.	
	<input type="checkbox"/>	Immediately after negotiating, the Negotiating Bank must advise the particulars of the Negotiation to the Issuing bank.	
	<input type="checkbox"/>	All documents which are incomplete and or with irregularities should not be negotiated without prior authorisation of the purchaser.	
	<input type="checkbox"/>	All Documents dated prior to the Date of Letter of Credit will be accepted except the Transport Document i.e., Bill of Lading/Air Way Bill.	
71B	Charges	All Charges inside India to Applicant's Account (MIDHANI's) and all charges outside India to Beneficiary's Account	
48	Period of Presentation	Documents to be presented within 21 days from the date of shipment/airfreight as the case may be	
49	Confirmation Instructions	Without	
78	Instructions to the Paying bank	Standard wording from our Bank shall be added here	

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of A.P., India hereinafter referred to as the Buyer and the first part, propose to procure _____ hereinafter referred to as Defence Stores, and M/s. _____, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this Pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
-
- 3.1 Enabling the Buyer to obtain the desired equipment at a competitive price in conformity with the defined specifications of the Service by avoiding in high cost and the distortionary impact of corruption on public procurement, and
- 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, if any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
- 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization of

third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
 - 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation
- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall not use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 6.10 A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in that matter.
- 6.11 A Bidder undertakes that in case of subcontracting, he becomes a Principal Contractor and he/she shall take the responsibility of adoption of IP by the sub contractor.

7. Previous Transgression

- 7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money / Security Deposit

- 8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -
- (i) Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation:

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

- 10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

- 11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference / in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- 11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

- 12.1 **Shri R MUKUNDAN, IRPS(Retd)** , No.150-E, “Mandakini” Railway Officer’s Enclave, Sterling Road, Nungambakam, CHEENAI-600 034 is the Independent External Monitor for Midhani.
- 12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.
13. **Examination of Books of Accounts:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.
14. **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.
15. **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The parties hereby sign this Integrity Pact at Hyderabad on _____.

BIDDER

BUYER

M/s. Mishra Dhatu Nigam Limited,
(A Govt. of India Enterprise)
P.O. Kanchanbagh,
Hyderabad 500 058,
INDIA.

In the presence of

In the presence of

Witness:

1.

2.

Witness:

1.

2