MISHRA DHATU NIGAM LIMITED
A Govt of India Enterprise
P. O Kanchanbagh, Hyderabad – 500058, TS, India.
Corporate Identity Number : L14292AP1973GOI001660
Phone: 040 – 24184423, Fax: 040 – 24340764
E-mail ID: mkshukla@midhani-india.in , website: www.midhani-india.in

Tender Notice No. : MDN/PUR/1096354/ADVT/213/19-20, Date: 02.01.2020

End of Issue of Tender Documents up to: 31.01.2020 at 10:30 Hrs.

Receipt of Tender on or before: 31.01.2020 at 10:30 Hrs.

Opening of Tender Date: 31.01.2020 at 10:35 Hrs.

Sl. No	MATERIAL	Estimated Requirement	
	DESCRIPTION & SPECIFICATION.	Unit	Qty
Copper Bottom Plates for Copper Crucibles			
1	650MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	No.	04
2	750MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	No.	02

List of Tender Documents:-

S. No	Document Description	No. of Pages
Invitation to Tender		
Annexure I	Specifications and Scope of Supply	02
Annexure II	General Terms and Conditions of the Indigenous offers	08
Annexure-III	General Terms and Conditions of the Import offers	04
Annexure-IV	Procedure to be followed for submission of Bid	01
Annexure-V	Specimen Format of Bank Guarantees	02

Yours faithfully,
For Mishra Dhatu Nigam Limited

M.K. Shukla
Sr. Manager (Purchase)

Description & Specification

Manufacturing, testing and supply of copper bottom plate for copper crucibles as per drawing no 10PO71-13-12-A2.

1. **Copper type :** - Copper Bottom plates shall be manufactured from a forged & machined slab of Copper without any UT defect.

2. **Material specification:** -
   - 2.1 The material of the bottom plates shall be of Sf-Cu Cu ≥ 99.75 P=0.004-0.04% , Ni-1% or Electrolytic Tough Pitch Copper.
   - 2.2 Hardness ≥ 40 BHN.
   - 2.3 Tensile strength ≥ 220 Mpa at RT.
   - 2.4 Percentage of elongation ≤ 50 at RT.

3. **Quality control check: -**

   - **3.1 Dimensional report: -** Bottom plate has to be made as per drawings, supplied by Midhani. Dimensions to be checked after fabrication / machining in total, and report to be furnished.
   - **3.2 Material test certificate: -** Complete chemical composition of the material has to be furnished along with mechanical properties as specified in our specification.
   - **3.3 Ultrasonic testing: -** Ultrasonic testing shall be done on the copper bottom plates and report shall be submitted before inviting for inspection.
   - **3.4 Photographs: -**After manufacturing the bottom plates, 4-5 photographs of the bottom plate in different angles shall be sent, before dispatch.

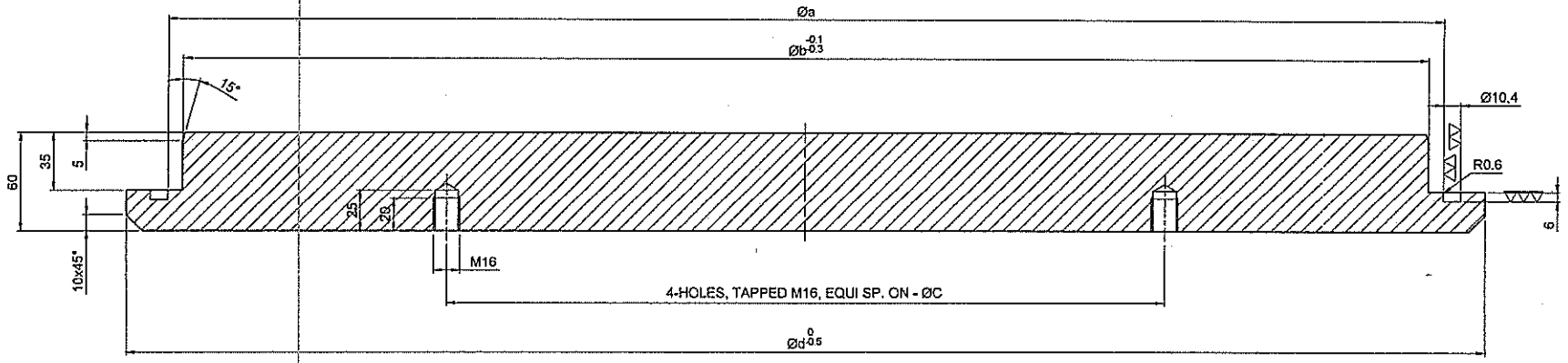
4. **Guarantee of the copper bottom plate:-** The supplied copper bottom plate shall be guaranteed for a period of 12 months from the date of acceptance at MIDHANI.

5. **Delivery of copper bottom plate, (FOB):** Within 4 months from the date of order placement.

6. **Acceptance Criteria:** The bottom plates shall be checked for chemical composition, dimension and UT, after acceptance final clearance will be given.

7. **Payments:** Within 30 days, after receipt of the material and testing at Midhani.

DRG.No. M10P071 - 13 - 12 - B2
SHEET 1 OF 1



S.No	CRUCIBLE SIZE - Ø	CRUCIBLE WALL	Øa	Øb	Øc	Ød	WEIGHT kg.
1	460	30	480	462	290	530	101
2	550	30	570	552	335	620	142
3	750	30	770	752	435	820	255
4	860	30	880	862	490	930	333
5	650	30	670	652	⚠330	720	194

▽ (▽▽,▽▽▽)

MAT'L. : SF-Cu (1%Ni)

Sl.No.	ORG. No.	DESCRIPTION	MATERIAL	No. OFF	PER PCE WEIGHT kg	TOTAL	REMARKS

EQPT. : 10 ton VAR (LH) | DEPT. : TITANIUM | TOTAL Wt. kg –

W.O.No. : 19 - 5 - 158

	NAME	DATE
DESIGNED		
DRAWN	ASP	03-12-19
CHECKED		
APPROVED		

MIDHANI

Mishra Dhatu Nigam Ltd
SUPER ALLOYS PLANT
HYDERABAD

▽▽▽▽			▽▽▽			▽▽			▽		~
N1	N2	N3	N4	N5	N6	N7	N8	N9	N10	N11	N12
0.025	0.05	0.1	0.2	0.4	0.8	1.6	3.2	6.3	12.5	25	50

SUPERSEDES

SUPERSEDED BY

FINISH ▽ IF NOT SHOWN — SURFACE FINISH IN µm AS PER IS:696 - 1972

SCALE - 1 : 2

TITLE: BASE PLATE

DRG. No. M10P071 - 13 - 12 - B2

SHEET 1 OF 1 (A2)

No.	DATE	W.O.No.	REMARKS	BY	APPD	
B	03-12-19	19 - 5 - 158	DRAWING RE-DRAWN & DIM 330 WAS 435	ASP	-	10P071 - 13 - 12 - A2

REVISION — REF. DRG. No.

THIS DRAWING IS THE PROPERTY OF M/s MISHRA DHATU NIGAM LTD, AND SHOULD NOT BE GIVEN OR HANDED OVER OR DIVULGED TO ANY OTHER PERSON WITHOUT THE EXPRESS PERMISSION OF THE COMPANY IN WRITING. THE MATTER GIVEN ON THIS DRAWING IS TO BE TREATED AS STRICTLY CONFIDENTIAL.

NOTE:
1. ALL DIMENSIONS ARE IN mm .U.O.S.
2. REMOVE BURRS & SHARP CORNERS
3. FREE MEASURE TOLERANCE SHOULD BE AS PER MEDIUM IS:2102 - 1969 U.O.S.
4. FOLLOW RELEVANT INDIAN STANDARDS FOR MANUFACTURE
5. DO NOT SCALE DRAWING.
6. ASK IF IN DOUBT.

Annexure II

General Terms and Conditions of the Tender

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.	650MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	04 No's				
2.	750MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	02 No's				

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

a. Manufacturer's Name & Address.
b. Country of origin of goods.
c. Delivery period.
d. Mode of packing.
e. 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).

2. 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.

3. 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.

4. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material confirming to IS will be preferred.

5. **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.

6. **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.

7. **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.

8. **VALIDITY :**
The offer should be valid for a minimum period of 90 days from the date of opening of the tender.

9. **DELIVERY PERIOD**:
Within 04 Months on FOR MIDHANI basis from the date of PO.

10. **TERMS OF PAYMENT:**
100% PAYMENT, THROUGH RTGS, WITHIN 30 DAYS FROM THE DATE OF RECIEPT AND ACCEPTANCE

11. **EARNEST MONEY DEPOSIT**:
Not Applicable.

12. **SECURITY DEPOSIT (SD):**
The Security Deposit of 10% Order Value shall be submitted on placement of order, online through link http://ebs.in/midhani/public or visit midhani website www.midhani.com> purchase > Tenders > Tender *fee, EMD fee (Earnest Money Deposit) and security Deposit –ONLINE PAYMENT.* 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 discharges all his obligations under the contract and produced a ceritificate 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.

13. **INSPECTION:**
At Midhani.

14. **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.

15. Preference under Make in India Programme as per below mentioned notifications shall be provided to all Local Vendors:
   a. Public Procurement (Preference to Make in India) Order – 2017 dated 15/06/2017.
   b. DDP Notification No. 59011/8/2015-D(HAL-II) dated 29/06/2018, 26/7/2018, 27/8/2018, 17/9/2018, 16/11/2018 for list of items with minimum specific local content for consideration as Local Vendor.

16. 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).

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

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

Public Procurement (Preference to Make in India) Order – 2017 revised dt.29/5/2019.

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 the total value, in percent.
'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

1. Requirement of Purchase Preference : Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers. Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

b. In the procurements of goods or works which are not covered by paragraph 1a and which are divisible in nature, the following procedure shall be followed;

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier falls to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods or works not covered by sub-paragraph 1a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

2. 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.
Nodal Ministry has prescribed the following local content for Midhani items as given below.

S. No.	Items Notified under PPP (MII) order	% of Local content to qualify as domestically manufactured
1	Design Manufacturing, supply, Erection and commissioning of Furnaces	25%
2	Design Manufacturing, supply, erection and Commissioning of capital equipments like rolling Mills, Presses, Hammers etc	10%
3	Design Manufacturing supply, erection and commissioning of capital equipments like Melting furnaces	15%

3. The margin of Purchase Preference shall be 20%

4. 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.

5. 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 charted accountant (in respect of suppliers other than companies) giving the percentage of local content.

6. For details please visit the following websitelink

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

1. Also please see DDP Notification No. 59011/8/2015-D(HAL-II) issued on different dates which mentions the minimum specific local content etc for consideration as local supplier.

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

19. **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:		Commercial/Financial Queries:	
Name	: Mr. N.K. Jain	Name	: Shri M.K. Shukla
Email id	:	Email id	: mkshukla@midhani-india.in
Ph	: +91-40-24184494	Ph	: +91-40-24184423

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **SUBMISSION OF TENDER :**

Tenders shall be submitted as per procedure specified at Annexure IV. 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.

32. **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.

33. 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.

34. **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.

35. **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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ANNEXURE – III

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.	650MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	04 No's			
2.	750MM DIA COPPER BASE PLATE DRG NO:10PO71-13-12-A2	02 No's			

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:

a. Manufacturer's Name & Address.
b. Country of origin of goods.
c. Delivery period.
d. Mode of packing.
e. 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 90 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:**

Within 04 Months on FOB basis from the date of Purchase Order.

7. **DISCOUNT :**

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

8. **DESCRIPTION & SPECIFICATION :**

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

9. **PURCHASER'S RIGHT :**

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

10. **TO RECOVER LIQUIDATED DAMAGES:**

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

11. **AUTHORITY TO SUBMIT TENDER :**

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

12. **TERMS & CONDITIONS OF TENDER :**

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

13. **TERMS OF PAYMENT:**

100% PAYMENT, THROUGH TT TRANSFER, WITHIN 30 DAYS FROM THE DATE OF RECIEPT AND ACCEPTANCE

13.1 **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.

13. 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.

14. JURISDICTION:

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

15. **WARRANTY/GUARANTEE:**

As Per Annexure-1.

16. INSURANCE:

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

17. 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.

18. 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.

19. PACKING:

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

20. EMD CLAUSE:

Not Applicable.

21. **SECURITY DEPOSIT (SD):**

The Security Deposit of 10% Order Value shall be submitted on placement of order, through 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.

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.

22. 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.

23. 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.

24. 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 Sr. Manager (Purchase), Mishra Dhatu Nigam Limited, Hyderabad – 500 058 (FAX : 040 – 24340764). **E-Mail ID: mkshukla@mdihani-india.in**

25. 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.

26. 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.

27. 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"

ENQUIRY NO. MDN/PUR/1096354/ADVT/213/19-20
DATE: 02.01.2020
DUE DATE : 31.01.2020 AT 10:30 HRS.

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

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID"
ENQUIRY NO. MDN/PUR/1096354/ADVT/213/19-20
DATE: 02.01.2020

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

NAME OF THE TENDERER:

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

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

TENDER NO.
ENQUIRY NO. MDN/PUR/1096354/ADVT/213/19-20
DATE: 02.01.2020
DUE DATE : 31.01.2020 AT 10.30 HRS.

CONTENTS:

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

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

NAME OF THE TENDERER:

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed on .....day 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 Contract(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. ..... dated ..... for .....(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs/ USD.....(Rs/ USD..... 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/ USD ..... (in words.....) against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

3. We ..... (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs/ USD ..... (in words.....)

4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.

5. We ..... (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.

6. We ..... (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.

7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.

8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

9. We ..... (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.

10. Not withstanding anything contained herein before, our liability is limited to a sum not exceeding Rs/ USD ..... (in words.....) unless a claim is made on us in writing on or before ..... (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

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

FOR AND ON BEHALF OF THE BANK WITHIN NAMED