

Invitation to Tender

MISHRA DHATU NIGAM LIMITED

(A Govt. of India Enterprise)

P.O. Kanchanbagh, Hyderabad – 500058, India

Phone: 040-2434001 (10 lines), 24184334/24184449, Fax: 040-24340764

Email ID: karavind@midhani-india.in, rajkumar@midhani-india.in

Website: www.midhani-india.in

**Tender Notice No
& Date :** MDN/PUR/0482112/ADVT/329/18-19
4TH Jan 2019

Item Description: HIGH PURITY FLOURSPAR LUMPS

CRITICAL DATES:

Receipt of Tender on or before : 18th JAN 2019 @ 10:30 Hrs IST

Opening of Tender Date : 18th JAN 2019 @ 11:00 Hrs IST

List of Tender documents:


We have pleasure in enclosing the following documents for the above stores and would invite you to submit your best offer. The following documents shall constitute the tender.

Sl. No	Contents	Annexure
1.	Technical Specification	Annex - I
2.	Procedure to be followed	Annex - II
3.	General Terms & Conditions for Indigenous Sources	Annex - III
4.	General Terms & Conditions for Import Sources	Annex - IV
5.	Bank Guarantee format for Earnest Money Deposit (EMD)	Annex - V

For Technical Clarification- Please Contact: Mr. J. KIRAN KUMAR Ph:040-2418 4378

Note: 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

For Mishra Dhatu Nigam Limited


K. Aravind Kumar
Dy. Manager (Purchase)

DESCRIPTION & SPECIFICATION	QTY	UNIT	Delivery Required
HIGH PURITY FLOURSPAR LUMPS	20	MT	10 Ton within 60 days from the date of PO and remaining 10 Ton within 90 days from the date of PO

SPECIFICATION

CHEMICAL COMPOSITION:

CaF ₂	=	94% MIN
CaCO ₃	=	2.5% MAX
P	=	0.015% MAX
S	=	0.07% MAX
SiO ₂	=	3% MAX
Size	=	1 - 50 mm

Note: Manufacturer's Test Certificate to be submitted for chemical composition indicating all elements listed above along with material size.

ACCEPTANCE CRITERIA: Test Certificate submitted by the party and physical & chemical inspection by Midhani.

PACKING: Material shall be securely packed in 1000 KG HDPE bags for safe handling with identification details, PO NO, Description of item, supplier name, Net / Gross weight.

Acceptance Criteria	Test Certificate submitted by the party and physical & chemical inspection by Midhani.
Eligibility Criteria	The bidder should be regular manufacturer, Supplier or authorized dealer of similar quality material and should produce documents of supply details of last 3 years.
Earnest Money Deposit	Rs. 15,000/- (Rupees fifteen thousand only)
Mode of Payment for Tender Fee & EMD	Through <u>Online</u> or in the form <u>Bank Guarantee (BG)</u> acceptable. <ul style="list-style-type: none"> i. All Bidders are requested to Submit the "Tender Fee, EMD & Security Deposit" online through the below Link: http://ebs.in/midhani/public/ (or) ii. Visit Midhani website www.midhani.com > Purchase > Tenders > TENDER FEE, EMD FEE (EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT - ONLINE PAYMENT
<p>Proof and details of online payment to be enclosed along with Techno-Commercial bid.</p> <p>If EMD not found enclosed along with Techno-Commercial bid, such offers are liable for rejection. The EMD of unsuccessful tenderer will be returned after finalization of the tender.</p>	
Security Deposit	<p>The successful bidder shall be required to deposit Security Deposit of 10% value of contract within two weeks of the acceptance of the tender/ placement of Purchase Order, in the form of Bank Guarantee or payment through online with proof thereof.</p> <p>Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if PO is placed.</p> <p>Security Deposit shall be refundable after material is received and accepted.</p>
<p>In case of EMD in the form of Bank Guarantee(BG), tenderer shall submit BG as per format enclosed at Annexure – IV to tender document,</p> <ul style="list-style-type: none"> i. In Indian Currency – from a Nationalized Bank or Scheduled Bank encashable in India. ii. In Foreign Currency – from SBI, Frankfurt/ SBI, New York / any Nationalized Bank or Scheduled Bank encashable in India. iii. EMD Bank guarantee shall be valid for a period of 90 days. iv. Security Deposit Bank guarantee shall be valid till material is received and accepted at Midhani. 	

Check list for submission of documents against the tender:

l) Techno Commercial bid should contain the following information (Envelope I)

S. No	Description	Comply (Yes/No)
1	Tender Fee	
2	EMD	
3	Signed copy of integrity pact (If Applicable)	
4	Detailed specification and Chemical composition of the offered product	
5	Acceptance to Terms and conditions of the tender	
6	Manufacturer test certificate wherever required	
7	Manufacturer's Name & Address	
8	The tenderer shall furnish typical analysis along with offer with respect to impurities listed in the tendered specifications.	
9	Price Basis	
10	Delivery Schedule as per tender	
11	Validity period of the offer as per tender	
12	Terms of payment as per tender	
13	Country of origin of goods	
14	GST number, HSN code and applicable rate (For indigenous bidder)	
15	Port of loading for FOB supplies. (For Import Offers)	
16	Tariff Head Under H.S (HARMONISED SYSTEM)/Custom duty tariff code	
17	Any other remarks related to this tender please specify in your offer	

Note:

- a. Tenders received without the above documents & details are liable to be rejected summarily.
- b. Any order resulting from this invitation to tender shall be governed by our General conditions of contract and the supplier quoting against this enquiry shall be deemed/ to have read and understood the same.
- c. Please enclose the above check list along with the Techno Commercial bid.
- d. Tenderer's offer must conform in all respects with the applicable specifications and terms and conditions of the tender. In case of, deviation if any, from the tender specifications or terms and conditions must be clearly and explicitly stated. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "TECHNICAL DEVIATIONS" and "COMMERCIAL DEVIATIONS" respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere shall not be accepted.

MIDHANI reserves the right to accept / reject any deviation in tenderer's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason.

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER

ENVELOPE NO.1:

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

TENDER No: MDN/PUR/0482112/ADVT/329/2018-19

DATE: 4TH JAN 2019, DUE DATE: 18TH JAN 2019

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

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID"

TENDER No: MDN/PUR/0482112/ADVT/329/2018-19

DATE: 4TH JAN 2019,

To
THE DY. 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

TENDER No: MDN/PUR/0482112/ADVT/329/2018-19

DATE: 4TH JAN 2019, DUE DATE: 18TH JAN 2019

CONTENTS:

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

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

NAME OF THE TENDER:

GENERAL TERMS AND CONDITIONS FOR INDEGENOUS SOURCES

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The makes of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to I.S. will be preferred.
4. **PRICES**
Price Basis: FOR Midhani, Hyderabad basis.
The Prices must be per unit shown inclusive of packing, forwarding insurance, Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.
5. **TAXES:**
The Tenderer shall indicate their GST Registration Number in the quotation with HSN code and applicable rate.
6. **DESCRIPTION & SPECIFICATION:**
The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
7. **AUTHORITY TO SUBMIT TENDER:**
The signatory to the tender will be deemed to have the authority to submit the tender. The tender will be binding on the tenderer and no alternation will be permitted.
8. **TERMS OF PAYMENT:**
Within 30 days after receipt and acceptance of material at MIDHANI.
9. **TO RECOVER LIQUIDATED DAMAGES:**
In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
10. **RISK PURCHASE:**
The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
11. **PACKING:**
The material should be securely packed and properly marked to avoid loss or damage in transit by rail / road.

12. **VALIDITY:**
The offer should be valid for a minimum period of 90 days from the opening of quotation.
13. **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.
14. **IMPORTANT NOTE:**
- Either the authorized agent on behalf of the manufacturer or the manufacturer directly can bid in the tender but not both.
- One agent shall not quote for two manufacturers.
15. **ARBITRATION:**
Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be resolved/settled by 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 ICAR 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, Indian.
- For Government Organisation/PSU Organisation
"Arbitration Clause: 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 Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Govt. Dept. /Organisation (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 dt. 22.05.2018"
16. **JURISDICTION:**
The contract shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.
17. **ADDENDA TO TENDER DOCUMENTS:**
The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be uploaded on MIDHANI website.
18. **QUERIES / CLARIFICATIONS:**
All commercial queries shall be sent to Mr. K Aravind Kumar (Dy. Manager, Purchase) mail: karavind@midhani-india.in
ll technical queries shall be sent to Mr. J Kiran Kuamr Ph:040-2418 4378
19. **NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:**
The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

20. **LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:**
The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.

21. **BANKRUPTCY ETC.:**
If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

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

OR

To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

22. **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.

23. **SUBMISSION OF TENDER:**
Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribe our Tender Number and due date.

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered.

24. **MODE OF SUBMISSION OF TENDER:**
Tenders shall be submitted as per the procedure indicated at Annexure.
Tenderers are required to submit their tenders in two parts, namely:
1. Part I: Techno-commercial Bid (un-priced) with EMD.
2. Part II: Price Bid.

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

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

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

Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily rejected.

25. TENDER OPENING:

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

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

B) PRICE BIDS:

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

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

26. DEFINITIONS:

PURCHASER:

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

27. CANCELLATION / SHORT CLOSURE OF PURCHASE ORDER

The purchaser may, without prejudice to any other remedy for breach of Purchase Order Terms by written notice of default sent to supplier, terminate the purchase order 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 purchase order, or any extension thereof granted by the Purchaser.

b) If the supplier fails to perform any other obligation under the purchase order within the period specified in the purchase order 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.

28. REJECTION:

The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of an inspection memo showing the details of goods rejected. 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 the inspection memo. 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

29. MAKE IN INDIA:

Preference under 'Make in India- Programme' as per below mentioned notifications (enclosed) shall be provided.

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

2. DDP notification No. 59011/8/2015-D(HAL-II) dated 29/6/2018

30. For MSE's:1. Purchase preference and other benefits shall be provided to MSE's as per Public Procurement Policy for MSE's Order, 2012 which was notified under MSMED Act 2006.

MSE's shall be exempt from paying Earnest Money Deposit (EMD). These benefits are meant for procurement of goods produced and services rendered by MSEs. Traders are excluded from availing these benefits.

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

31. "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."

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GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS

1. The Tenderer shall indicate / furnish the following in his offer:
 - i. The tenderer shall furnish typical analysis along with offer with respect to elements listed in the tender specification.
 - ii. FOB prices indicating port of loading and country of origin (COO)
 - iii. Your banker's name & address.
 - iv. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government departments and other favoured customers.
 - v. Tenderer shall submit the tender in two-bid system as per Annexure - II.
2. **AGENCY COMMISSION:**

We are 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 Purchase, 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.
3. **VALIDITY:**

The offer shall be valid for a period of 90 working days from the date of Tender opening.
4. **PRICES:**

Supplier shall quote firm FOB price only preferably in USD for the entire quantity. However, if price quoted in other currencies, the value of the currency equivalent to USD on the date of opening of Techno commercial Bid shall be taken for Comparison.
5. **DESCRIPTION & SPECIFICATION:**

The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
6. **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.
7. **AUTHORITY TO SUBMIT TENDER:**

The signatory to the tender will be deemed to have the authority to submit the tender. The tender will be binding on the tenderer and no alternation will be permitted.
8. **TERMS AND CONDITIONS OF TENDER:**

Any purchase order placed against the offer against this invitation to tender shall be subject to the general terms and conditions of this invitation to tender.
9. **ARBITRATION:**

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be resolved/settled by 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 ICAR 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, Indian.

10. JURISDICTION:

The contract shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

11. TERMS OF PAYMENT:

A. Within 30 days after receipt and acceptance of material at Midhani through TT.

OR

B.

Through Irrevocable Letter of Credit, 30% payable against shipping document as mentioned at clause 11.1 and balance 70% payable against acceptance documents mentioned at clause 11.2. 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

11.1 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. Certificate from Beneficiary that one set of non-negotiable documents have been sent to Purchaser/Buyer as per PO/Contract.

11.2 Documents required for claiming balance 70% payment:

- a. Final acceptance certificate issued by Midhani in original.
- b. NOC from Midhani for releasing balance payment after recovery if any.

(Note: In case of LC payment, cost of LC and interest for 30% advance shall be added for landed cost calculation)

12. 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.

13. 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.

14. **INSURANCE:**
Marine Insurance coverage will be arranged by the purchaser and hence tenderers should quote only FOB / FAS Prices.
15. **PACKING:**
The material should be securely packed and properly marked to avoid loss or damage in transit.
16. **IMPORTANT NOTE:**
- Either the authorized agent on behalf of the manufacturer or the manufacturer directly can bid in the tender but not both.
- One agent shall not quote for two manufacturers.
17. **ADDENDA TO TENDER DOCUMENTS:**
The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be uploaded on MIDHANI website.
18. **QUERIES / CLARIFICATIONS:**
All commercial queries shall be sent to:
Mr. Aravind Kumar (Dy. Manager, Purchase) mail: karavind@midhani-india.in
All technical queries shall be Contact to J Kiran Kumar, Ph. 040-2418 4378
19. **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.
20. **LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:**
The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.
21. **BANKRUPTCY ETC.:**
If the Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:
- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.
- OR
- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

22. **MODE OF SUBMISSION OF TENDER:**

Tenders shall be submitted as per the procedure indicated at Annexure-II

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

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

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

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Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily rejected.

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. **TENDER OPENING:**

A) Techno-commercial bids (un-priced):

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

B) Price Bids:

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

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

25. **DEFINITIONS:**

PURCHASER:

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O.

Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

26. Foreign Exchange Rate:

For clearance of payment Foreign Exchange rate shall be applicable for the date of payment release by MIDHANI to you.

27. RISK PURCHASE:

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk. In such case the supplier shall be bound to pay the extra cost incurred by Midhani forthwith on demand by Midhani.

28. CANCELLATION / SHORT CLOSURE OF PURCHASE ORDER

The purchaser may, without prejudice to any other remedy for breach of Purchase Order Terms by written notice of default sent to supplier, terminate the purchase order 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 purchase order, or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation under the purchase order within the period specified in the purchase order 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.

29. REJECTION :

The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of an inspection memo showing the details of goods rejected. 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 the inspection memo. 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

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BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

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

Date: _____

(Bank Name and Address)

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

