

**MISHRA DHATU NIGAM LIMITED**  
**A Govt. of India Enterprise**  
**P.O. Kanchanbagh, Hyderabad – 500058 (A.P.), India**  
**Phone: 040-2434001 (10 lines), 24184334/2434 0243,**  
**Fax: 040-24340764**

**Email Id: [mrrao@midhani-india.in](mailto:mrrao@midhani-india.in) [rajesh.muttigi@midhani-india.in](mailto:rajesh.muttigi@midhani-india.in)**

**Website: [www.midhani-india.in](http://www.midhani-india.in)**

**Tender Notice No: MDN/PUR/AP1682005/ADVT/315/18-19**

**Date: 29-12-2018**

Receipt of tender on or before : 18-01-2019 @ 10:30 Hrs.  
Opening of Tender Date : 18-01-2019 @ 11:00 Hrs.

**CONTRACT FOR TRANSPORTATION OF MATERIAL THROUGH  
COURIER ON ALL INDIA BASIS (INCOMING & OUTGOING)**

**Note:**

**EMD :**

All bidders shall submit an EMD amount of Rs 15,000/- online through link <http://ebs.in/midhani/public> or visit MIDHANI website [www.midhani.com](http://www.midhani.com) > purchase > Tenders > EMD fee, -ONLINE PAYMENT or Bank Guarantee confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank en-cashable in INDIA shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. BG shall be valid for a period of 90 days.

**LIST OF TENDER DOCUMENTS:-**

S.No	Description	Annexure	Pages
1	Technical Bid Format	Annexure - A	01
2	Price Bid Format	Annexure - B	01
3	Special Terms & Conditions	Annexure - I	04
4	Procedure to be followed to submit tender	Annexure - II	01
5	BG format for EMD	Annexure - III	02

  
एम.रामचन्द्र राव/M.Rama Chandra Rao  
उप महा प्रबंधक (क्रय)  
Dy.Genl.Manager (Purchase)



**Annexure – A**

**TECHNICAL BID**

**INSTRUCTIONS FOR SUBMISSION OF TENDER**

The tenderers are requested to note the following and follow strictly the same while submitting their tenders:

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Documents for submission</b>	<b>Tenderer Documents</b>
1	Proof of establishment – Bidders shall have been established and operating in the Courier parcel transportation consignments business for at least 3 years as on date of opening of tender.	Certificate of incorporation issued by registrar to companies with proof of address and stating the year of establishment.	
2	Net Worth: Bidders shall have positive net worth in each of the previous three financial years.	Copy of IT Returns/ Copy of annual report.	
3	Tax Registration Bidders shall have PAN/TAN/GST Registration No.	Copy of Registration certificate.	
4	Experience: The transporter should have the experience of executing a courier transportation contract with any Central /State Govt. organizations or PSUs or Dept of Govt of Telangana.	Relevant Purchase Order / Letter of Intent / Work Order / Contract agreement /Experience Certificate etc as a proof.	
5	Unconditional acceptance of all Commercial Terms and conditions.	Self Certified Document to be submitted on Company's letter head signed by Authorized signatory.	

**Submission of Tender:**

The tender shall consist of two parts viz;

Technical Bid – Submit signed documents of Annexure – A  
- Special Terms & Conditions – Annexure – I

Price Bid (Rate schedule) - Annexure – B

**Price Bid (Rate Schedule)**

**Annexure – B**

- a) Your quotations should indicate rate per Kg., (exclusive of Taxes ) on slab basis viz.,
- b) Rates for weight

SI No	Distance Slab	Rate Per KG
1	Rate per Kg upto 500 Kms	
2	Rate per Kg from 501 Kms to 1000 Kms	
3	Rate per Kg from 1001 Kms to 1500 Kms	
4	Rate per Kg from 1501 Kms to 2000 Kms	

Minimum freight charges: \_\_\_\_\_

For Example, 500kg of material is to be transported to a place located at 710KMs distance then it will fall in the slab at SI.No.2 (501 to 1000Kms) and if the corresponding rate per Kg is " Y "than the applicable charges will be (500) x (Y)

**Note:** The average rate of all the four categories will be taken for finding out the L-1 party.

**SPECIAL TERMS & CONDITIONS**

1. Collection of materials from MIDHANI premises or from various Customers/ suppliers.
2. Transportation to various destinations from MIDHANI and vice versa, in All India Basis.
3. Delivery of the same at given To and Fro destinations as informed by MIDHANI
4. Your rates should be inclusive of other charges such as insurance, value surcharge (FOV), extra service charges, demurrage charges, Docket charges, etc., but statutory levies such as service tax should be indicated separately.
5. You should quote clearly Minimum freight charges.
6. Rates for light and bulky consignment will be considered at 1cft = 10Kgs.
7. No extra service charges shall be paid for extra service stations under any circumstances. It is the responsibilities of the Courier Agency to deliver/collect MIDHANI materials at/from the stations required. No demurrage charges shall be paid.
8. Initially this contract will be for two years, which may be extended for further period of One year with mutual consent on the same terms and conditions.
9. The contract prices shall remains firm during the currency of the contract, and there will not be any change in the freight rates for the reason/s what so ever.
10. **You have to provide vehicle(s) at the site of collection specified on time and date informed to you over phone/ Message/E-mail/fax. Advance intimations regarding Pick-up would be given to you over Phone/Message/E-mail/fax, wherever possible intimations will be given one day in advance. Delay in pick up of material will attract penalty as mentioned in Clause 13 below.**
11. You have to take utmost care in handling the materials delivered to you for transportation. You would obtain an open policy to cover the consignments given to you. In case of loss/damage/shortage of materials, you will be solely responsible for making goods the loss, irrespective of whether MIDHANI has insure the good or not.
12. The material has to be transported within Ten days from the date of receipt of communication from the company. In case there is delay beyond the period, liquidated damages will be levied at 2% of freight charges for each day of such delay in collection for every day of such delay subject to a maximum of 20%(10 days) if the delay is beyond 10 days the LD will be 50% of the freight charges payable.
13. In the event of failure by the courier agency to transport the materials as per Clause 13 above, the company reserves the right to make alternate arrangement at the cost and risk of courier agency. In pursuance of which, the company shall have the right to withhold any sum that may be due to them under this or any other contract.
14. MIDHANI will not give any guarantee with regard to loads/ quantities.
15. You shall not have any lien under any circumstances on the materials entrusted to you for transportation.
16. You should also indicate the time (committed dates) taken for transporting the consignments collected from MIDHANI , Hyderabad to various destinations and vice versa, which have to be adhered to for delivering the goods.
17. After delivering the consignments to the customers, you should intimate the particulars such as date and time of delivery to us. **A fortnightly statement indicating these details to be submitted for record to Midhani through Hard copy or Email to Stores Officer.**

18. Payments for the services rendered would be made within 30 days from date of receipt of your bill along with acknowledged copy of your docket for having delivered the consignment to the consignee.
19. The delivering the consignments to the customers on To-Pay basis rates shall be as per MIDHANI Contract.
20. MIDHANI reserves the right to accept or reject any or whole of offers received without assigning any reason/s whatsoever.
21. 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:
  - i. 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.
  - ii. 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.
  - iii. Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.
22. **The contract to be awarded will be valid for a period of Two years from the date of commencement of the Contract, which can be extended by one more year subject to same rates, terms and conditions by mutual consent.** MIDHANI reserves the right to use its own transport or transport of its sister concerns or enter into parallel contracts with other Public/Private carriers at its discretion.
23. In case of unsatisfactory performance or violation of any of the terms and conditions, the decision of Additional General Manager (Purchase & Stores), MIDHANI will be final and binding on the Contractor. MIDHANI also reserves the right to enter into parallel contracts with more than one tenderer.
24. Tenders should be accompanied by Earnest Money Deposit. The earnest money deposit will not bear any interest and will be returned to unsuccessful tenderers after finalization of the contract. Offers submitted without EMD will be rejected.
25. Successful tenderer(s) should furnish 10% of Contract value as Security Deposit online through link <http://ebs.in/midhani/public> or visit MIDHANI website [www.midhani-india.in](http://www.midhani-india.in) > purchase > Tenders > Security Deposit – ONLINE PAYMENT or in the form of Bank Guarantee within 10 days of award of contract, failing which the Earnest Money Deposit will be forfeited and acceptance of offer stands cancelled forthwith. The Security Deposit is liable to be forfeited on violation of any of the terms and conditions of the contract and /or appropriated towards any loss or damage that may be sustained by MIDHANI which can be attributed to the contractor's negligence or failure or towards any penalty levied on the contractor in terms of the contract.
26. Tenderer(s) is requested to furnish the names of the Public Sector Undertakings / large private companies/organizations for whom they are rendering services on a contract basis, along with certificates of satisfactory performance from the Undertaking / Private companies. Other details as asked in Annexure – A shall also be furnished. No columns shall be left blank.
27. 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 alterations thereof will be permitted.

28. In case of any difference/dispute arising out of interpretation of any of the above terms and conditions between the parties, the same shall be referred to Additional General Manager (Purchase & Stores), MIDHANI and whose decision thereon shall be final and binding on the points.

29. **JURISDICTION:** The Courts within the local limits of Hyderabad only will have jurisdiction to decide the matters other than the Arbitrable matters and the clause 31 hereof connected with or concerning this contract.

30. **VALIDITY:**

THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE OPENING OF QUOTATION.

31. **ARBITRATION:**

In the event of any dispute or difference whatsoever arising between the parties as to the interpretation or performance or execution of the agreement or the respective rights and liabilities of the contracting parties it shall be referred to arbitration of Arbitrator nominated by the Chairman & Managing Director of MIDHANI, notwithstanding that the nominee is a MIDHANI employee, whose decision shall be final, conclusive and binding on both the parties.

It shall be a term of the agreement that in the event of the Arbitrator to whom the arbitration is originally referred to, is transferred or vacates his office for any other reasons, his successor in his office shall be deemed to have been appointed as the Sole arbitrator in accordance with the agreement. He shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In the event the designated arbitrator shall be removed by an order of court the reference shall stand exhausted and proceedings shall take place on appointment of new Sole arbitration by the C& MD of MIDHANI.

To all such proceedings, the provisions of the Indian Arbitration and Conciliation act 1996 as amended from time to time shall apply.

The place of arbitration shall be Hyderabad, Telangana

The language shall be English.

32. **ADDENDA TO TENDER DOCUMENTS:**

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

33. **QUERIES / CLARIFICATIONS:**

Queries / clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by fax / letter direct to the Rajesh Muttigi, Asst.Manager (Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad - 500 058 (Fax No. 040-24340764) or e-mail to [rajesh.muttigi@midhani.com](mailto:rajesh.muttigi@midhani.com) or Ph.No: 040-2418 4276 for commercial clarifications & Ph.No: 040-2418 4302/4306 Sri P.Gurunath, Dy. Manager (Stores) & Sri S. Ghosh, Sr.Manager ( Stores) for technical clarifications.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. SUBMISSION OF TENDER:**

TENDERS SHALL BE SENT BY REGISTERED POST OR PUT IN PERSONALLY IN THE SEALED TENDER BOX LOCATED AT THE CORPORATE SECURITY GATE OF MIDHANI. THE TENDER COVER SHALL SUPERSCRIBED OUR TENDER NUMBER AND DUE DATE.

THE TENDERS RECEIVED AFTER THE STIPULATED TIME (10:30 HRS IST) AND DUE DATE, DUE TO ANY REASON WHATSOEVER WILL NOT BE CONSIDERED.

**39. 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. Kancharanbagh, 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.

**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:**

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID"

TENDER No: MDN/PUR/AP1682005/ADVT/315/18-19 DATE: 29-12-2018,

DUE DATE: 18-01-2019

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

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - I "PRICE BID"

TENDER No: MDN/PUR/AP1682005/ADVT/315/18-19 DATE: 29-12-2018,

DUE DATE: 18-01-2019

To  
THE ADDLY. 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/AP1682005/ADVT/315/18-19  
DATE: 29-12-2018, DUE DATE: 18-01-2019

CONTENTS:

- A) TECHNO-COMMERCIAL BID along with EMD cover
- B) PRICE BID

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

NAME OF THE TENDER:



**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD \_\_\_\_\_ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., \_\_\_\_\_ we shall be discharged from all the liabilities under this guarantee

Date: \_\_\_\_\_

(Bank Name and Address)

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