

Invitation to Tender

MISHRA DHATU NIGAM LIMITED

A Govt. of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058, India

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Email ID: arindam.m@midhani-india.in, kanandkumar@midhani-india.in

Website: www.midhani-india.in

Tender Notice No & Date: MDN/PUR/0481139/RM/ADVT/**339**/2018-19
07TH JAN 2019

Item Description: “Electrolytic Cobalt Metal” as per Specification at Annex-I

CRITICAL DATES:

Issue of Tender Documents up to	: 28 TH JAN 2019	@ 17.00 Hrs.	IST
Receipt of Tender on or before	: 29 TH JAN 2019	@ 10:30 Hrs	IST
Opening of Tender Date	: 29 TH 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	Page No.
1.	Technical Specification	Annex – I	02-04
2.	Procedure to be followed	Annex – II	05
3.	General Terms & Conditions for Indigenous Sources	Annex – III	06-11
4.	General Terms & Conditions for Import Offers	Annex – IV	12-17
5.	Bank Guarantee format for Earnest Money Deposit (EMD)	Annex – V	18-19
6.	Pre-Contract Integrity Pact	Annex – VI	20-25
7.	LC Format	Annex – VII	26-27

For Technical Clarification- Please Contact: S Saha

Email ID: nkjain@midhani-india.in Ph:040-2418 4432

NOTE: Any Addendum/ Corrigendum/ Date Extension will be uploaded on MIDHANI website only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

For Mishra Dhatu Nigam Limited


Arindam Mondal
Dy. Manager (Purchase)

1.0 SPECIFICATION**TECHNICAL SPECIFICATION OF ELECTROLYTIC COBALT METAL****COMPOSITION:**

Co+Ni = 99.98% MIN	Ni = 0.2% MAX
Cu = 0.0025% MAX	Fe = 0.003% MAX
Pb = 0.0008% MAX	S = 0.0005% MAX
H = 0.0003% MAX	As = 0.0001% MAX
C = 0.003% MAX	O2 = 0.005% MAX
Zn = 0.0005% MAX	

Size: CUT CATHODES (25X25 MM APPROX.)

1. Tenderer must furnish typical chemical composition of all the above elements in material along with offer.
2. Test Certificate indicating all the above elements are to be submitted along with the supply.
3. Incomplete offer will not be considered.
4. Packing: 250Kg/500 Kg packed in sealed steel drum.
5. Quantity : 80 ± 10 % MT (72 – 88 MT)
6. Delivery :
 - 6.1 **FOB** : 50 % of the ordered quantity within 30 days of PO , balance quantity within 60 days of PO.
 - 6.2 **CIF** : 50 % of the ordered quantity within 60 days of PO , balance quantity within 90 days of PO.
 - 6.3 **FOR** : 50 % of the ordered quantity within 75 days of PO , balance quantity within 105 days of PO.

Note:

1. Offer received from Manufacturer or authorized distributor of OEM shall only be considered. OEM has to give the authorization to its distributor .
2. If the party is supplying for the first time, then supportive PO copies for min. 40 MT of their earlier supplies of this quality shall be produced .
3. Before shipment of the material, the vendor / manufacturer should submit the TEST CERTIFICATES of the material offered to MIDHANI for approval.
4. The material shall be shipped only after clearance from MIDHANI .
5. **ACCEPTANCE CRITERIA:** As per QA document. (Chemical composition as per QA document shall be tested by QC at MIDHANI).

Material Acceptance Criteria: As per chemical composition shall be tested by QC at MIDHANI.

Tender Qty	80 MT (Quantity Tolerance +/-10%)
Shipment Required By	FOB – 40MT within 30 Days from PO date, Balance 40 MT within 60 Days from PO date CIF – 40MT within 60 Days from PO date, Balance 40 MT within 90 Days from PO date FOR - 40MT within 75 Days from PO date, Balance 40 MT within 105 Days from PO date
Mode of	By Sea for Import offers with place of delivery as ICD, Hyderabad.

Shipment	(<u>Port of Loading</u> shall be clearly mentioned for FOB supply in techno-commercial offer)
Earnest Money Deposit	Rs. 15,00,000/- (Rupees Fifteen Lakhs only) (or) USD 23260
Mode of Payment for EMD	Through <u>Online</u> or in the form <u>Bank Guarantee (BG)</u> acceptable. i. All Bidders are requested to Submit the “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> <p>Declaration of UAM (Udyog Aadhar Memorandum) number by MSME vendors on CPPP (Central Public Procurement Portal) is mandatory from 01.04.2018. Hence MSE vendors should submit UAM numbers on CPPP. The bidders who fail to submit UAM numbers on CPPP shall not be able to avail the benefits available to MSE’s.</p> <p>Start ups as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD).</p>	
Security Deposit	<p>The successful tenderer 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><u>Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if PO is placed.</u></p> <p>Security Deposit shall be refundable after material is received and accepted.</p>
MIDHANI Bank Details	<p>Name of the Firm : M/s. Mishra Dhatu Nigam Limited PAN No. : AABCM6345A Bank Name : HDFC Bank Ltd. Branch Address : Lakdikapul Branch, Hyderabad. Account No. : 00210330000440. IFSC Code : HDFC0000021 MICR Code : 500240002 SWIFT Code : HDFCINBBHYD Type : Current account.</p>
<p>In case of EMD in the form of Bank Guarantee(BG), tenderer shall submit BG as per format enclosed at Annexure – V to tender document,</p> <p>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.</p>	

Check list for submission of documents against the tender:

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

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

II) Price Bid should contain the following information (Envelop II)

- Unit Rate both in figures & words

Detailed procedure for submission of bids explained at Annexure - II.

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I “TECHNO-COMMERCIAL BID” ALONG WITH EMD

TENDER No: MDN/PUR/0481139/RM/ADVT/**339**/2018-19

DATE: 07^H JAN 2019, DUE DATE: 29TH 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/0481139/RM/ADVT/**339**/2018-19

DATE: 07^H 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/0481139/RM/ADVT/**339**/2018-19

DATE: 07^H JAN 2019, DUE DATE: 29TH 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. Arindam Mondal (Dy. Manager, Purchase) mail: arindam.m@midhani-india.in
All technical queries shall be sent to Mr. N K Jain (Mgr, Ti-Shop), mail: nkjain@midhani-india.in
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.

32. COO (Country Of Origin) certificate to be issued by chambers of commerce to avail discount in preferential custom duty amount in Indian customs.

33. COUNTERFEIT PARTS:

MIDHANI LTD. requires its supplier to take steps to eliminate the counterfeit (or) suspect counterfeit materials/ parts/ components. We define Counterfeit work as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified material/ parts/ component from the original manufacturer. Unlawful or unauthorized substitution includes used items represented as new or the false identification of Grade, Serial number / Heat number, Lot number and date code or performance characteristics/Test certificate/Coc / CoA. Suppliers of raw materials/ parts/ components are used fulfilling Purchase orders of MIDHANI LTD. Distributors shall only purchase materials/ components directly from original manufacturers.

34. TRADE PRACTICES:

Supplier will, at all times, refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licences, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Supplier shall ensure that its employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety, and
- Their contribution to the importance of ethical behavior

35. FOREIGN CURRENCY EXCHANGE RATE

1. Payment shall be based on Currency Exchange rate shall be as per the vendor voucher payment to Foreign manufacturer by Supplier.

Or

2. Currency Exchange Rate shall be as on the date of Technical Bid opening date

(If the Technical Bid opening date is extended, the new technical bid opening date shall be considered for Foreign Exchange Rate)

**_*_

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. Arindam Mondal (Dy. Manager, Purchase) mail: arindam.m@midhani.com
All technical queries shall be sent to:
Mr. N K Jain (Mgr, Ti-Shop), mail: nkjain@midhani-india.in
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.

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.

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

30. 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.

32. **COUNTERFEIT PARTS:**
MIDHANI LTD. requires its supplier to take steps to eliminate the counterfeit (or) suspect counterfeit materials/ parts/ components. We define Counterfeit work as items that are, or contain, unlawful or unauthorized reproductions, substitutions or

alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified material/ parts/ component from the original manufacturer. Unlawful or unauthorized substitution includes used items represented as new or the false identification of Grade, Serial number / Heat number, Lot number and date code or performance characteristics/Test certificate/Coc / CoA. Supplier of raw materials/ parts/ components are used fulfilling Purchase orders of MIDHANI LTD. Distributors shall only purchase materials/ components directly from original manufacturers.

33. **TRADE PRACTICES:**

Supplier will, at all times, refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licences, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Supplier shall ensure that its employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety, and
- Their contribution to the importance of ethical behavior

**_*_

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

PRE-CONTRACT INTEGRITY PACT

General

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

Objectives

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

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization of third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

- 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
- 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
- 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall to use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care last any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 6.10 A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in that matter.
- 6.11 A Bidder undertakes that in case of subcontracting, he becomes a Principal Contractor and he/she shall take the responsibility of adoption of IP by the sub contractor.

7. Previous Transgression

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

8. Earnest Money / Security Deposit

- 8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -

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

- 8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder,

the Earnest Money / security deposit shall be refunded by the buyer to those bidder) s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.

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

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

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

9. Company Code of Conduct

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

10. Sanctions for Violation:

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.

- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

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

11. Fall Clause

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

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 **Shri R MUKUNDAN, IRPS(Retd)** , No.150-E, “Mandakini” Railway Officer’s Enclave, Sterling Road, Nungambakam, CHEENAI-600 034 is the Independent External Monitor for Midhani.

12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

13. **Examination of Books of Accounts:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.

15. **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

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

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

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

BIDDER

BUYER

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

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

ANNEXURE - VII

Draft LC Format as per MT 700 of UCP Latest Version

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

	Receiver Bank Details:			
27	Sequence of Total	1/1		
40A	Type of L/C	<input type="checkbox"/> Irrevocable <input type="checkbox"/> Irrevocable & Transferable		
20	Letter of Credit Number			
31C	Date of Issue			
31D	Date and Place of Expiry	Date: _____ (21 Days after the Date of Dispatch)	Place	_____
50	Name and Address of the Applicant	MISHRA DHATU NIGAM LIMITED (A Govt. Of India Enterprise)		
59	Name and Address of the Beneficiary			
32B	Currency & Amount of L/C (In Words & Figures)	(Shall be filled in as per the PO/Contract)		
39A	Variations in L/C Amount or addl. Amounts permitted			
C				
41A	Credit available with			Name and Address of the Bank
	Credit available by	<input type="checkbox"/> Payment <input checked="" type="checkbox"/> Negotiation	<input type="checkbox"/> Acceptance	<input type="checkbox"/> By Deferred payment
42C	Usance of Drafts	<input checked="" type="checkbox"/> at Sight	<input type="checkbox"/> (specify)	
42B	Drafts to be drawn on	State Bank of India (04031), TFCPC, Ashok My Home Chambers, S.P Road, Secunderabad - 500 003	Or	Andhra Bank, BDL Campus, Kanchanbagh, Hyderabad - 500058
42P	Deferred Payment, if any			
43P	Partial Shipments	<input type="checkbox"/> permitted <input type="checkbox"/> prohibited	43T	Transshipment: <input type="checkbox"/> permitted <input type="checkbox"/> prohibited
44A	Shipments from			
44E	Port of Loading/ Airport of Departure			
44F	Port of Discharge/Airport of Destination	<input type="checkbox"/> Nhavasheva <input type="checkbox"/> Chennai <input type="checkbox"/> Hyderabad Airport, India		
44B	Place of Final Destination /For Transport	ICD, Hyderabad, India		
44C	Latest Shipment Date	(Shall be filled in as per the PO/Contract inline with Tender delivery condition)		
45A	Description of Goods (Also indicate whether FOB/CIF/C&F etc.)			
46A	Documents required			
	Stage - I (30% of Payment shall be as per Tender conditions) :	Thirty (30) percent of the Contract price for supplies i.e., _____ (Shall be filled as per PO/Contract) is payable against shipment of the material and against presentation of the following documents.		
		<input type="checkbox"/>	Clean on Board Bill of Lading/Airway Bill as defined in Incoterms 2010 made to Order and blank	
		<input type="checkbox"/>	Signed Invoice for the goods dispatched. - 4 copies	
		<input type="checkbox"/>	Certificate of Origin. – 2 copies	
		<input type="checkbox"/>	Packing List. – 5 copies	

	<input type="checkbox"/>	Test / Manufacturer's Certificate – 4 copies
	<input type="checkbox"/>	Fax intimation particulars regarding shipment sent to our insurer/Insurance Policy Document (In
	<input type="checkbox"/>	Certificate from Beneficiary that one set of non-negotiable documents have been sent to Purchaser/Buyer as per PO/Contract
		Stage - II (70% of Payment shall be as per Tender Conditions) Seventy (70%) of the Shipment Value I.E., _____ (Shall be filled as per PO/Contract) is payable against presentation of the following documents.
	<input type="checkbox"/>	Final Acceptance Certificate issued by MIDHANI
	<input type="checkbox"/>	NOC from MIDHANI for Release of Balance Payment after recovery, if any
47A		Additional Conditions
	<input type="checkbox"/>	All documents must mention the LC Number, Date, Purchase Order number and Date and that the Goods are being Imported as per Foreign Trade Policy 2015-2020.
	<input type="checkbox"/>	Immediately after negotiating, the Negotiating Bank must advise the particulars of the Negotiation to the Issuing bank.
	<input type="checkbox"/>	All documents which are incomplete and or with irregularities should not be negotiated without prior authorisation of the purchaser.
	<input type="checkbox"/>	All Documents dated prior to the Date of Letter of Credit will be accepted except the Transport Document i.e., Bill of Lading/Air Way Bill.
71B		Charges All Charges inside India to Applicant's Account (MIDHANI's) and all charges outside India to Beneficiary's Account
48		Period of Presentation Documents to be presented within 21 days from the date of shipment/airfreight as the case may be
49		Confirmation Instructions Without
78		Instructions to the Paying bank <i>Standard wording from our Bank shall be added here</i>