

MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

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

Phone: 040 – 24184202, Fax: 040 – 24340764

e -mail ID: snitesh@midhani-india.in, website: www.midhani.com

Tender Notice No. : MDN/PUR/AP5980046/ADVT/407/18-19 dated: 30/03/2019.

End of Issue of Tender Documents up to: 26/04/2019 up to 10.30 Hrs.

Receipt of Tender on or before: 26/04/2019 by 10.30 Hrs.

Opening of Tender Date: 26/04/2019 at 10.35 Hrs.

Sl. No	Material	Estimated Requirement		Delivery Required
	Description & Specification	Unit	Qty	
1	Tripod Turnstile with Lane Indicators – TS – 1SSI as per Price Bid format in Annexure	Set	02	30 Days

Note:

List of Tender Documents :

• Specifications and General Terms & Conditions	Annexure – I	No. of Pages 06
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Thanking you,

Yours faithfully,
For MISHRA DHATU NIGAM LIMITED


S. Nitesh

Dy. Manager (Purchase)

General Terms and Conditions of the Tender

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to IS will be preferred.
4. **VALIDITY :**
The offer should be valid for a minimum period of 90 days from the date of opening of the tender.
5. **DELIVERY PERIOD:**
FOR Supply: Within 30 Days on FOR MIDHANI basis from the date of PO.
6. **WARRANTY/GUARANTEE:**
A Guarantee Certificate for the equipment/material for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier is to be submitted towards any design, fabrication, workmanship defects etc. in case, any defects are noticed the same should be repaired / replaced free of cost.
7. **EARNEST MONEY DEPOSIT:**
EMD Not applicable: In case of failure of the bidder to accept / execute the contract, the bidder shall not be permitted to participate in the re-tender for the same item. Also suitable penal action as deemed fit by Midhani shall be imposed.
8. **SECURITY DEPOSIT (SD):**

The Security Deposit of 2.5% of the Purchase Order value shall be submitted on placement of order, online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit –ONLINE PAYMENT. Or Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 15 days from the placement of order.

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Supplier/Contractor and Purchaser. The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the order/contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor after expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

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

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

9. All Bank Guarantees (EMD/SD/Advances/PBG) submitted:

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

10. Preference under Make in India Programme as per below mentioned notifications shall be provided to all Local Vendors:

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

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

12. MSE (MICRO AND SMALL ENTERPRISES):

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

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

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

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

14. QUERIES / CLARIFICATIONS:

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

Technical Queries:

Name : Mr. M Shukla
Email id : mshukla@midhani-india.in
Ph : +91-40-24184392

Commercial/Financial Queries:

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

15. **PRICE NEGOTIATIONS :**

Price Negotiations as such shall not be held, except in the case of Negotiations with the lowest tenderer and accordingly, the tenderers shall have to submit their best commercial bids.

16. **ARBITRATION :**

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

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

17. **JURISDICTION :**

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

18. **RISK PURCHASE:**

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

19. **ADDENDA TO TENDER DOCUMENTS :**

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

20. **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER :**

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

21. **BANKRUPTCY ETC.:**

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

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

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.
22. **RIGHT OF ACCEPTANCE:**
The Purchaser does not bind himself to accept the lowest or any of other tender and reserves the right of acceptance the whole or any part of the tender or portion of the quantity offered.
23. **LIQUIDATED DAMAGES(LD):**
Liquidated Damages shall be levied against Suppliers/Contractors in the event of unsatisfactory, delayed or non supply of materials/execution of Contract beyond the date of delivery/completion of job. LD is leviable at the rate of 1% of the total order/contract prices per week or part there of subject to a maximum 10% of the order/contract prices including taxes & duties without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract. MIDHANI shall issue GST Invoice/Debit Note for the LD deducted on the name of Supplier/Contractor against which GST credit may be availed, if applicable.
24. **CANCELLATION / SHORT CLOSURE OF CONTRACT/PURCHASE ORDER:**
The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:
- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
 - b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
 - c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.
- On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.
25. **REJECTED GOODS:**
The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of intimation regarding rejection from Midhani. In case the rejected goods are not replaced within six weeks from the date of receipt of the inspection memo, MIDHANI is not responsible for any loss, damage and theft, and in addition, MIDHANI reserves the right to recover such amount as may be assessed on account of storage and incidentals or any other charges MIDHANI may have incurred.
- The vendor has to lift the rejected material from MIDHANI within 6 months from the date of receipt of intimation. In case of rejected goods are in MIDHANI for more than 6 months, MIDHANI reserves the right to dispose of the same and Vendor shall not have any right for claiming the goods or damages thereof.
26. **SUBMISSION OF TENDER :**
Tenders shall be submitted as per procedure specified at Annexure III. The tenders received after the stipulated time and due date, due to any reason whatsoever will not be considered. Tenders who are incomplete or otherwise considered defective are liable to be rejected.

27. **MULTIPLE L1 PARTIES:**

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

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

29. **TENDER OPENING:**

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

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

B. **PRICE BIDS:**

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

C. **Assessment:**

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions/loading of any charges to arrive at the Landed Cost to MIDHANI. In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening." Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

30. **DEFINITIONS:**

A. **PURCHASER:**

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

B. **TENDERER:**

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

C. **SUCCESSFUL TENDERER/SUPPLIER/CONTRACTOR:**

The term "Successful Tenderer/Supplier/Contractor" shall mean the Tenderer whose tender has been accepted and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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TERMS AND CONDITIONS FOR INDIGENOUS OFFERS**1. PRICE BID FORMAT and TECHNICAL SPECIFICATIONS:**

Prices shall be quoted ONLY as per below format:

S. No	Description	Qty	UOM	FOR Price/Unit	Total Price	GST (%) and HSN Code
01	Standard slim Tripod Turnstile in SS 304 cabinet and Arm Length upto 500mm passage, with lane indicator and Microcontroller logic unit Model: TS-1s-SL Specification: Solenoid Locking Mechanism, 3 x 120 degree stop, Self Centering mechanism with hydraulic damping, Integration with all type of access control panel/reader available in the market, CE Certified against Electrical and EMD Safety, Arm Length upto 500mm	02	Num			
02	Installation Charges	01	LUMS UM			

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

- Manufacturer's Name & Address.
- Country of origin of goods.
- Delivery period.
- Mode of packing.
- Net weight and Gross weight.
- Technical Literature / Catalogue/Specifications.
- Details of Shelf life, if any, applicable for the goods offered.
- Your Banker's Name, Address & Details.
- A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government department and other favored customers.

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

2. TERMS OF PAYMENT for Indigenous Offers:

100% value along with 100% taxes & duties within 30 days after receipt and acceptance of the material at our end.

3. PRICES

Price Basis: FOR Midhani, Hyderabad basis shall be quoted. The Prices must be per unit shown inclusive of packing forwarding insurance Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.

4. TAXES AND DUTIES:

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

5. PACKING:

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