

Invitation to Tender

MISHRA DHATU NIGAM LIMITED

(A Govt. of India Enterprise)

P.O. Kanchanbagh, Hyderabad – 500058, India

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**Tender Notice No
& Date :** MDN/PUR/1283109/ADVT/403 /18-19
11TH MAY 2019

Item Description: SUPPLY OF CHAINS SLINGS

CRITICAL DATES:

Receipt of Tender on or before : 31st MAY 2019 @ 10:30 Hrs IST
Opening of Tender Date : 31st MAY 2019 @ 11:00 Hrs IST

List of Tender documents:

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

Sl. No	Contents	Annexure
1.	Technical Specification	Annex - I
2	Procedure to be followed	Annex - II
3	General Terms & Conditions for Indigenous Sources	Annex - III

For Mishra Dhatu Nigam Limited


K. Aravind Kumar
Dy. Manager (Purchase)

DESCRIPTION & SPECIFICATION	QTY	UNIT	Delivery Required
CHAINS SLINGS AS PER ANNEX-1	ANNEX-1	NOS	2 months from the date of P.O

Acceptance Criteria	BY PHYSICAL VERIFICATION AND TEST CERTIFICATE.
Earnest Money Deposit	NA
Security Deposit	The successful tenderer/Bidder shall be required to furnish SD amount of 10% of purchase order value within 21 days from the date of Purchase Order.

Eligibility Criteria : The bidder should have supplied chain slings for last two years.

Proof Of Supply : Order copies to be enclosed along with techno commercial bid.

SPECIFICATION OF CHAINS & SLINGS

SR. NO.	ITEM	SPECIFICATION	QTY. REQUIRED
1	DRUM LIFTING CHAIN SLING	8-MM DIA ALLOY STEEL SINGLE DRUM LIFTING CHAIN, TYPE: ENDLESS, EFFECTIVE LENGTH: 2 METERS, CIRCUMF LENGTH: 4 METER, ROUND RING OF 25 MM DIA X 135 ID WITH 2 NOS. ADJUSTABLE FORGED DRUM HOOK, S.W.L. – 1 TONNE, PROOF LOAD – 2 TONNE	12 NO'S
2	DOUBLE LEGGED CHAIN SLING (10 T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED SIZE: 16 MM, S.W.L – 10 TONNES, PROOF LOAD: 20 TONNES, TYPE: DOUBLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 300 MM & OD 372 MM, EFFECTIVE LENGTH: 3 METER, ANGLE OF APPLICATION: 0 TO 45 ⁰ , EXPOSURE TEMPERATURE: 400 ⁰ C	6 NO'S
3	SINGLE LEGGED CHAIN SLING (2 T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED SIZE: 8 MM, S.W.L – 2 TONNES, PROOF LOAD: 4 TONNES, TYPE: SINGLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 200 MM & OD 236 MM, EFFECTIVE LENGTH: 3 METER, ANGLE OF APPLICATION: 0 TO 45 ⁰ , EXPOSURE TEMPERATURE: 400 ⁰ C	12 NO'S
4	DOUBLE LEGGED CHAIN SLING (8 T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED SIZE: 12 MM, S.W.L – 8.4 TONNES, PROOF LOAD: 16.8 TONNES, TYPE: DOUBLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 200 MM & OD 290 MM, EFFECTIVE LENGTH: 2 METER, ANGLE OF APPLICATION: 0 TO 45 ⁰ , EXPOSURE TEMPERATURE: 400 ⁰ C	12 NO'S

5	DRUM LIFTING CHAIN SLING	8 MM DIA ALLOY STEEL SINGLE DRUM LIFTING CHAIN, TYPE: ENDLESS, EFFECTIVE LENGTH: 3 METERS, CIRCUMF LENGTH: 6 METER, ROUND RING OF 25 MM DIA X 135 ID WITH 2 NOS. ADJUSTABLE FORGED DRUM HOOK, S.W.L - 1 TONNE, PROOF LOAD - 2 TONNE	6 Nos.
6	SINGLE LEGGED CHAIN SLING (2 T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED SIZE: 8 MM, S.W.L - 2 TONNES, PROOF LOAD: 4 TONNES, TYPE: SINGLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 200 MM & OD 236 MM, EFFECTIVE LENGTH: 2 METER, ANGLE OF APPLICATION: 0 TO 45°, EXPOSURE TEMPERATURE: 400° C	12 Nos.
7	DOUBLE LEGGED CHAIN SLING (5 T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED S.W.L - 5 TONNES, PROOF LOAD: 10 TONNES, TYPE: DOUBLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 200 MM & OD 290 MM, EFFECTIVE LENGTH: 2.5/3 METER, ANGLE OF APPLICATION: 0 TO 45°, EXPOSURE TEMPERATURE: 400° C	6 Nos.
8	DRUM LIFTING CHAIN SLING	ALLOY STEEL SINGLE DRUM LIFTING CHAIN, TYPE: ENDLESS, EFFECTIVE LENGTH: 2 METERS, CIRCUMF LENGTH: 4 METER, ROUND RING OF 25 MM DIA X 135 ID WITH 2 NOS. ADJUSTABLE FORGED DRUM HOOK, S.W.L. - 2 TONNE, PROOF LOAD - 4 TONNE	6 Nos.
9	DOUBLE LEGGED CHAIN SLING (2T)	ERW ALLOY STEEL CHAIN SLINGS AS PER IS 2760/80 AMDT. 1/5/84 & CHAIN CONFIRMING TO IS:6215 GR.80. HOOK CONFIRMING TO IS 3822 NON CALIBRATED SIZE: 8 MM, S.W.L - 2 TONNES, PROOF LOAD: 4 TONNES, TYPE: SINGLE LEGGED CHAIN SLINGS WITH TOP SUSPENSION 'O' RING & BOTTOM EYE HOOK, TOP RING: ID 200 MM & OD 236 MM, EFFECTIVE LENGTH: 2.5 METER, ANGLE OF APPLICATION: 0 TO 45°, EXPOSURE TEMPERATURE: 400° C	8 Nos.
10	DRUM LIFTING CHAIN SLING	INDALLOY BRAND ERW ALLOY STEEL CHAIN SLING AS PER IS 2760/80 AMDT.1/5/84 & CHAIN CONFIRMING TO IS: 6215 GR. 80 AND NONCALIBRATED SIZE - 8 MM ; S.W.L - 1 TONNE; PROOF LOAD - 2 TONNES; TYPE - DRUM LIFTING CHAIN SLING WITH TOP SUSPENSION RING AND BOTTOM DRUM LIFTING HOOKS; TOP RING ID 200 MM; OD 236 MM; EEF LENGTH - 2 MTRS. ANGLE OF APPLICATION - 0 TO 45°. EXPOSURE TEMPERATURE UPTO 400° C.	8 Nos.

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	Tender Fee	
2	EMD	
3	Signed copy of integrity pact (If Applicable)	
4	Detailed specification and Chemical composition of the offered product	
5	Acceptance to Terms and conditions of the tender	
6	Manufacturer test certificate wherever required	
7	Manufacturer's Name & Address	
8	The tenderer shall furnish typical analysis along with offer with respect to impurities listed in the tendered specifications.	
9	Price Basis	
10	Delivery Schedule as per tender	
11	Validity period of the offer as per tender	
12	Terms of payment as per tender	
13	Country of origin of goods	
14	GST number, HSN code and applicable rate (For indigenous bidder)	
15	Port of loading for FOB supplies. (For Import Offers)	
16	Tariff Head Under H.S (HARMONISED SYSTEM)/Custom duty tariff code	
17	Any other remarks related to this tender please specify in your offer	

Note:

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

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"
 TENDER No: MDN/PUR/1283109/ADVT/403 /18-19
 DATE: 11TH MAY 2019, DUE DATE: 31ST MAY 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/1283109/ADVT/403 /18-19
 DATE: 31ST MAY 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/1283109/ADVT/403 /18-19
 DATE: 11TH MAY 2019, DUE DATE: 31ST MAY 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 TENDERER:

GENERAL TERMS AND CONDITIONS FOR INDEGENOUS SOURCES**1. 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.

2. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry shall be deemed /to have read and understood the same.
3. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser
4. The offer should be complete in all respects. Full particulars and descriptive literature and drawings should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly confirming to our specifications. The deviations if any, should be clearly indicated in the quotation. Test certificates must be produced, wherever required where stipulated samples should be forwarded along with the quotation Material confirming to IS will be preferred.
5. **PRICE:** The prices must be unit shown inclusive of packing, forwarding, insurance, Octroi duty and delivery charges and should be on FOR destination basis. Offers from local suppliers should be for free delivery at our stores
6. **TAXES:** The Tenderer shall indicate their GST Registration Number in the quotation with HSN code and applicable rate.
7. **DELIVERY:** Preference will be given to ex-stock offer. Suppliers submitting offer on forward, delivery basis must indicate the earliest guaranteed delivery date by which the material will be dispatched/ delivered free at our stores from the date of receipt of order. Offers indicating terms such as 'EX-Stock' subject to prior sale, goods remaining unsold as early as possible will not be entertained. The date after the third day of issue or the order will be considered as the date of receipt of the order.
8. **RIGHT OF ACCEPTANCE:** The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place order on the successful tenderer for an additional upto 100% of the original ordered quantity.

9. **TERMS OF PAYMENT:** Payment of all the bills will be made within a period of 30 days from the date of receipt and acceptance of the material at site.
10. **INSPECTION:** The Purchaser reserves the right to get the Stores inspected before commencement of supplier/ or on arrival at our factory by an inspecting officer authorized by the Purchaser. The Tenderer should be in a position show and/ or send samples of material on demand.
11. **PACKING:** The stores should be securely packed and properly marked to avoid loss or damage in transit by Rail /Road /Air.
12. **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 price per week or part there of subject to a maximum of 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.
13. **RISK PURCHASE:** The supply of all items must be completed satisfactory and within the specified period in the order failing which, the Purchaser reserves the right to purchase stores from other sources at the suppliers cost and risk.
14. **GUARANTEE:** The supplier shall guarantee the store supplied in respect of good design, quality and workmanships for a period of 12 months from the commissioning or 18 months from the date of supply whichever is earlier.
15. **VALIDITY:** The offer should be valid for a minimum period of 90 days from the opening of quotation.
16. In case the item offered is covered by DGS & D Rae Contract, the rate should be as per R/C and a copy of R/C should be enclosed with the offer.
17. **Earnest Money Deposit (EMD):** Tenderer/Bidder are required to furnish EMD of amount specified in tender Through Online or in the form Bank Guarantee (BG) is acceptable.
All Bidders are requested to Submit the "EMD & Security Deposit "online through the below Link: <http://ebs.in/midhani/public/> (or)
Visit Midhani website <http://www.midhani-india.in> > Purchase > Tenders > TENDER FEE, EMD FEE(EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT - ONLINE PAYMENT

In case of EMD/SD in the form of Bank Guarantee(BG), bidder shall submit BG as per format in the tender document.

- 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.

EMD Exemption:

(I) 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.

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.

Purchase Preference: The following Purchase preference procedure is followed as per Ministry guidelines for award of quantity/order

Type of Tender	Price quoted by MSE	Finalization of tender
(i) If tender can be split	L-1	Full order on MSE
(ii) If tender can be Split	Not L-1 but within L1+15%	20% order on MSE subject to matching with L-1 price
(iii) If tender cannot be split	L-1	Full order on MSE
(iv) If tender cannot be split	Not L-1 but within L-1 +15%	Full order on MSE subject to matching with L-1 Price

Note:

(i) In case more than one MSE enterprise quotes same price, the supply/order shall be shared proportionally (to tender quantity) if tender can be split.

(ii) If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1+15% in order shall be given chance to match the rate of L-1 for award of the quantity/order.

(ii) All Central PSU's & Government departments / Authorities as well as Original Raw Material Manufacturers may be exempt from submission of EMD in all tenders.

18. **Security Deposit (SD):** The successful tenderer/Bidder shall be required to furnish SD as specified in tender within 21 days from the date of Purchase Order. In case SD is not submitted within 21 days from the date of Purchase Order, interest @ 12% p.a. shall be levied for the period of delay beyond 21 days. Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if PO is placed. Security Deposit shall be refundable after material is received and accepted.

SD Exemption: All Central PSU and Govt. departments may be exempt from submission of SD in all tenders.

19. **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

20. **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.

21. 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.

22. 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.

23. 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.

24. Loading in case of Commercial deviations: 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.

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. 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 there from, 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"

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

27. 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.~~

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.

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

32. COUNTERFEIT PARTS:

MIDHANI 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.

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 behaviour.

34. 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.

35. 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.

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