

Tender No: MDN/PUR/AP16202002/ADVT/070/20-21 Dated 19.12.2020

MISHRA DHATU NIGAM LIMITED

A Govt. of India Enterprise

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

Phone: 040-2434001 (10 lines), 24184617/24184276, Fax: 040-24340764

Email Id: indu@midhani-india.in Website: www.midhani-india.in

Tender No: MDN/PUR/AP16202002/ADVT/070/20-21 Date: 19-12-2020

Receipt of tender on or before: 08.01.2021 @ 10:30 Hrs.

Opening of Tender Date: 08.01.2021 @ 11:00 Hrs.

**CONTRACT FOR TRANSPORTATION OF INCOMING AND OUTGOING MATERIALS
ON ALL INDIA BASIS**

Preamble:

M/s MIDHANI, a Govt. of India Enterprise is engaged in the manufacture of Special & Super-alloys. The finished products in various Mill forms Forged products, Ingots etc are intended to be delivered to various customers located in various parts of the country through this Contract. Similarly, the said Contract is also intended to be utilized to bring in materials from various vendors, Port etc. located in various parts of the country against various Purchase Orders to MIDHANI's Stores / premises at Hyderabad. As it is not possible to predict the load that is likely to move to or from a particular destination, the tender document provides the actual figures of transportation done, category-wise in the last one year period, so as to provide a fair idea to intending bidders. However, no guarantee whatsoever can be given for the load for any destination. Also, the figures provided for the last year's transportation may vary widely vis-à-vis actual. Bidders are advised to keep this in mind while quoting their rates. Figures provided for last year shall be used for evaluation of tendered prices. The transport contract will be concluded with only one party.

Bid validity : 90 days

EMD :

All bidders shall submit an EMD amount of Rs. 10,00,000/- online through link <http://ebs.in/midhani/public> or visit MIDHANI website www.midhani-india.in > purchase > Tenders > EMD fee, -ONLINE PAYMENT or Bank Guarantee confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. BG shall be valid for a period of 90 days.

LIST OF TENDER DOCUMENTS:

S.No	Description	Annexure
1	Invitation to Tender	Part - A
2	General Terms and Conditions	Part - B
3	Format of General Information about the Tenderer, Eligibility Criteria Sheet along with Endorsement(Techno-Commercial bid)	Part - C
4	Price Bid Format	Part - D
5	Procedure to follow to submit tender documents	Part - E
6	BG format for EMD	Part - F
7	BG format for Security Deposit	Part - G
8	Pre-Contract Integrity Pact	Part - H

K.V. Sundee 19/12/2020
के.वी. सन्दीप/K.V. SUNDEEP
प्रबंधक (क्रय)/Manager (Purchase)
मिश्र धातु निगम लिमिटेड/Mishra Dhatu Nigam Limited
कंचनबाग, हैदराबाद, तेलंगाना/Kanchanbagh, Hyderabad-58. (T.S.)

Part - A

INVITATION TO TENDER

Services are required from Scheduled Bank approved (i.e. licensed under IBA) and reputed transport contractors registered under the Carriage by Road Act, 2007 and owning large fleet of transport vehicles for transporting various goods from various places in India to the factory of Mishra Dhatu Nigam Limited, Hyderabad(hereinafter called 'MIDHANI') and vice-versa.

1. GENERAL TERMS & CONDITIONS:

The General Terms & Conditions are given in Part-B.

2. SUBMISSION OF TENDER:

The tender shall consist of two parts viz.,

Part - 'C' - General information about the Tenderer with Payment details of **Rs. 10,00,000/-** towards **EMD**, Eligibility Criteria Sheet and Endorsement.

Part-D - Price Bid shall be submitted in separate sealed covers superscribing the Tender Number and Part-C or D. The two envelopes, one containing the General Information (including Crossed DD towards EMD (Part-C) and the other Rate Schedule (Part-D) shall be kept in another cover and duly sealed. **The Tender No. & Due Date shall be indicated on the outer cover. The sealed cover super scribed with TENDER NO MDN/PUR/AP16202002/ADVT/070/20-21 Dated 19.12.2020 Due date as 08.01.2021 @10.30 hrs addressed to the General Manager (Commercial), Mishra Dhatu Nigam Limited, PO: Kanchanbagh, Hyderabad-500 058 shall be dropped in the Tender Box kept at Security Post at our Corporate Office/shall reach on or before the Due Date & Time i.e., 10-30 hrs., on date 08.01.2021 and the same shall be opened at 11-00 hrs., on the same day in the presence of authorized representatives of such tenderers who may choose to be present.**

a) The details asked for in the eligibility criteria and General Information about the Tenderer isbe given in the Proforma as per Part-C and along with EMD/Proof of EMD. Tenders received without EMD will be categorically rejected.

b) The EMD will not bear any interest and will be returned to unsuccessful tenderers on finalization of the Tender. The EMD amount will be adjusted against the Security Deposit in the case of successful tenderer at their option.

c) The Price Bid Rate chart should be filled up indicating the rates as per the details given thereon. The rates shall be entered in typewritten/ neatly handwritten and the amount should be specified in figures as well as in words. Corrections or erasures in the quotations shall be avoided. However, if absolutely necessary, they shall be made only with full counter signature of the tenderer, who is authorized signatory to the Tender.

d) Against "Signature of the tenderer", the tenderer shall sign and affix the official seal. Only authorized Signatory should sign the tender. 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 alteration thereof will be permitted.

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e) Tender documents are free of cost and can be downloaded from Midhani website:
www.midhani-india.in

f) The tenders complete in all respects should be dropped in the Tender Box kept at Security Office in our Corporate Office, Hyderabad before the Due Date and Time. Tenders received late will be rejected.

3. **OPENING OF TENDER:**

The Tenders will be opened on the date and time mentioned in the Tender Document enclosed.

4. MIDHANI reserves the right to change the Tender Schedule and also the right to accept / reject any one or all tenders in part or in full or cancel the tender without assigning any reason(s) whatsoever.

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PART - B

GENERAL TERMS & CONDITIONS

1.0 SCOPE OF WORK:

The details of the work to be performed by the Transport contractor are given below:

1.1 To carry out all jobs such as collection of materials from various companies/firms, from other station to other stations as advised from time to time by MIDHANI or their authorized representative/s and transport them without any transshipment at any point except in case of "Smalls" i.e. Part- Load Category items and deliver the same at Central Stores Department of MIDHANI, at Hyderabad or any other Stores/Warehouse specified by MIDHANI.

1.2 To carry out all jobs such as collection of materials from ports after Customs clearance, load them into road transport vehicles, transport by Road without transshipment at any point, except in case of small consignments, directly to Hyderabad and unload them at MIDHANI's site or any other Stores/Warehouse, specified by MIDHANI.

1.3 To carry out the job of collection of materials irrespective of their value from MIDHANI or their authorized representative/s, party's to customers and transport them and deliver the same to the specified Persons/ Firms/Organizations.

1.4 MIDHANI shall not be liable to pay and shall not pay any compensation to the Contractors or to the Employees / Servants/ Agents of the Transport Contractor for injuries /death of his workmen engaged in the operation etc., or for damages for vehicles or for any other expenses under any circumstances whatsoever. The Contractor shall ensure safety of his workmen engaged in the job. The Transport Contractor shall indemnify MIDHANI from all third party claims. The transport Contractor shall be held responsible for any damages that may occur to MIDHANI/MIDHANI's property/MIDHANI employees due to negligence/ lapses in the performance of duty. The transport Contractor shall be liable to pay the compensation for such damages as assessed by the Company.

1.6 The Transport Contractor shall maintain close liaison with the designated Clearing Agent and MIDHANI's representatives at Hyderabad or any other place and extend full co-operation.

1.7 The Transport Contractor shall arrange for transportation of FTL/Part-load consignment from/to MIDHANI, and from one out-station to other out-station as per the details mentioned in the dispatch documents.

1.8 Road permits (e-way bills) wherever applicable shall be arranged by MIDHANI. However any levies, duties, toll tax etc., for the interstate movements of his lorries/trucks/trailers used for the transportation of consignments of MIDHANI will be to the account of transport Contractor.

1.9 The Transport Contractor shall bear all rental charges for storage at Carriers godown or any other godown for the goods under his custody during transportation and up to the time of delivery to MIDHANI.

2.0 Transportation of consignments from Ports:

It shall be the responsibility of the Transport Contractor to provide sufficient number of vehicles of required /indented capacity or suitable trucks for transporting available loads at the Supplier's/Job Worker's/MIDHANI's site or at any port/place. It is necessary that such

goods are cleared from the port premises within stipulated free time allowed failing which demurrage becomes payable by MIDHANI to the port trust authorities. Where it is established that such demurrages are payable due to the failure of the contractor, MIDHANI shall without prejudice to other remedies as per this agreement have the right:

- i) To recover such demurrage charges from the Transport Contractor at actuals, and
- ii) To make alternative transport arrangements for movement of such goods and the extra expenditure, if any, in this regard shall be to the account of the Transport Contractor in addition to demurrage charges. Such extra expenditure and demurrage charges are recoverable by MIDHANI from the bills, if any, pending for payment with MIDHANI. If no bills are pending the Transport Contractor shall immediately arrange payment on receipt of Demand Notice from MIDHANI. Failure on the part of the Transport contractor to arrange payment, the same shall be recovered from the Security Deposit and upon such act, the Transport contractor shall make good the short fall in the Security Deposit amount.

2.1 In the case of consignments booked through transport contractor on account of MIDHANI, the Transport Contractor shall deliver such consignments to MIDHANI, on MIDHANI's undertaking to produce the LR at a later date. No demurrage shall be payable by MIDHANI on any of its consignments booked through the Contractor.

2.2 It shall be the responsibility of the Transport Contractor to ascertain for himself information regarding description of goods to be transported and its value. He shall also collect necessary documents like tax declaration, declaration of ownership of goods, copies of delivery challans, packing details, invoice copies, necessary documents relating to GST, way bills etc.

2.3 In the case of collection of consignments which are required to be transported from any other station to Hyderabad, the Transport Contractor shall invariably arrange to collect from consignor's premises, every consignment, small or big and in case of consignments from MIDHANI, Hyderabad, the contractor shall invariably collect all items small or big from the premises of MIDHANI, Hyderabad, as advised and deliver to the Consignee.

2.4 All consignments coming from outstation shall be delivered at MIDHANI's premises between 0930 hrs., to 1500 hrs., irrespective of weight or volume, with contractor's labour. Wherever, materials cannot be handled by manual labour, mechanical handling facilities, available at MIDHANI, will be provided to the extent possible at free of cost. Materials will not be unloaded on Holidays. Protecting cover such as Tarpaulins shall be arranged by Transport Contractor to safeguard the goods while in transit.

2.5 The Transport Contractor shall also be responsible for ensuring that collection/delivery of consignments at the premises of consignee/consignor in outside stations will be done without inconveniencing the parties and carryout his obligations under the contract only during their working hours/days.

2.6 Normally 24 hours notice by telephone/email will be given for the transportation requirement either by MIDHANI or their Clearing Agents. However, in case of urgent requirement, Transport Contractor should be ready to supply required Truck /Trailer at short notice and shall not insist in such cases for advance notice as an excuse for inability to supply vehicles. The transporters should be in a position to arrange transportation from any place in India whether they have branches of their own or not as the transport contract shall be on All India basis.

2.7 In the event of default or failure to provide services by the Transport Contractor in the above circumstances, MIDHANI will make alternate arrangements without any further

notice to the Transport Contractor and the excess payment incurred by MIDHANI would be recovered from the Transport Contractor's pending bills. For this, the contractor has to submit an undertaking in the proforma enclosed to the above effect.(refer part-C)

2.8 Transport Contractor has to provide suitable trucks/Trailers to suit the loads as requested, permitted to carry the load required to be transported. In the event of providing other than the required capacity trucks/Trailers/vehicles, the extra claim will be limited to the charges payable to the required trucks/Trailers/vehicles. Stores will decide and certify the suitability of the vehicle based on inputs received from various departments/shops and size/quantity of actual load for both in case of incoming as well as the outgoing shipments.

2.9 The Transport Contractor shall operate good road worthy vehicles with taxes and levies paid up to date.

2.10 MIDHANI will not give any guarantee with regard to loads/quantities. However to facilitate assessment of loads in future, the actual trips destination wise against each category of vehicle are indicated in Part-E. It is once again reiterated that MIDHANI cannot guarantee any load from/or to any destination.

3.0 Schedule of Rates:

3.1 The rates quoted should be inclusive of all charges except GST.

3.1.1 Any changes in GST Act or rules there under with respect to GST rates or GST payment procedures during the tenure or extended tenure of the Contract, same will be applicable.

3.2 GST will be paid by Midhani under reverse charge mechanism hence the rates quoted shall be excluding GST.

3.3 In respect of consignments of light/bulky character, the weights will be taken as 1.5 CuM=1000 Kgs., (1 CFT=19 Kgs.). Light & bulky consignments for the purpose means the weight of the 1.5 cum size package is less than 1000 Kgs (1 CFT=19 Kgs.).

3.4 Any wharfage/demurrage etc., incurred in the performance of the carriage of goods and any rental charges for storage at Transport Contractor's godown or any other godown shall be borne by the Transport Contractors.

3.5 The consignments meant for MIDHANI whether directly consigned to MIDHANI or booked on 'Self' basis shall be charged at the same rate.

3.6 Price revision and review mechanism: The rates quoted shall remain firm for the duration of the contract. However, if the price of HSD is increased or decreased by Government Oil Companies during the contract period, the difference in the retail price of HSD as at Hyderabad will be the basis for calculating the increase or decrease in freight charges. The increase or decrease in freight charges would be applicable only if such variation in HSD price is 5% or more from the base rate / rate of last revision. E.g. **the base rate at Hyderabad is Rs. 72.23 per Litre as on the date of issue of Tender. The increase or decrease in freight charges would be allowed after the increase or decrease in the price of HSD is 5% or more (ex. If the high speed diesel price is Rs. 75.40 increase in freight rates will be applicable when HSD rate is at Rs. 79.17 or more. Similarly, the decrease will at HSD rate of Rs. 71.63 or below. The next base price for increase / decrease shall be compared with this HSD price, at which freight rates have been revised. It shall be noted that the HSD component in the freight rates shall be reckoned as 40%. In other words, if HSD prices undergo a**

change of 6% from base date / last revision date, the freight rates shall undergo change by $40\% \times 6\% = 2.4\%$. Also, HSD prices shall be reviewed only once on 15th of every month i.e. HSD price prevailing on 15th of the month at Hyderabad will be considered for reference purpose. If HSD price varies from base date / previous revision by more than 5%, then only freight rates shall be revised, which shall apply for all transportation / dispatches made in the subsequent month. If the variation is less than 5%, the prevailing freight rates shall continue.

For clarity, another example is being given to illustrate this:

For example, the HSD price on the date of tender assumed to be 01.04.2019 is Rs 80/-per litre and the contract is operated with this as base price say w.e.f 20.04.2019. The next review for freight rates will be done on 15.05.2019. If the HSD price on 15.05.2019 is Rs 76/-per liter or lower, then the freight rates will undergo decrease which shall apply to 40% of freight rates. So, if HSD price is Rs 76/litre on 15.05.2019, freight rates shall reduce by 2% ($40\% \times 5\%$). Similarly if HSD price becomes Rs 84/liter on this date, the freight rates shall increase by 2% amount. In other words the diesel component in the freight charges liable to be decreased/increased shall be 40%. Thus with the above example **the HSD price variation is 5%, the freight variation shall be worked out as 2% ($40\% \times 5\%$).** The rates so revised based on 15.05.2019 shall be applicable for all inward/outward transportation made in the month of June 2019. If the HSD rate variation is less than 5% then the existing freight rates shall hold good for May 2019 also. The next review shall be done on 15.06.2019 if variation in HSD price exceeds 5% freight rates shall undergo revision for all dispatches / transportation in July'2019.

The derived freight rates as well as revisions shall always be rounded off to the nearest rupee.

There shall not be any change in the freight rates under any other reasons in between whatsoever.

3.7 The rates quoted shall be inclusive of all kinds of incidentals such as tolls etc. **No toll charges will be reimbursed during the currency of the contract even if new tolls are to be introduced at a later stage along the route.** However, additional charges, if any for consignments to be collected from docks may be indicated.

3.8 All incoming consignments will be covered by MIDHANI's Open Insurance Policy. In case of outgoing consignment, insurance will be arranged either by MIDHANI or by the consignee. MIDHANI will not pay any additional amount towards insurance charges incurred by transporter. **All consignments will be transported at Transport Contractors' risk only.**

3.9 Notwithstanding any independent arrangements made by MIDHANI to insure the goods against transit risks, the transport contractors shall be fully liable to make good all losses suffered by MIDHANI due to non-delivery of goods entrusted to transport contractor for transportation. The contractor's liability is absolute in all circumstances and not absolved even where MIDHANI insures the goods.

3.10 Destination and distances indicated in the **Part-D/1** shall be considered final if material moves to or from these destinations. The destinations which are not covered in the **Part-D/1** or in case of any dispute, the appropriate distance as per Google map will be considered.

3.11 The Transport contractor has to collect or deliver the consignments from and to the works of the Supplier/Company. No extra charges will be paid except quoted rates.

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3.12 The outgoing Midhani products being super alloys & Special Steels are priced at approx. Rs. 400/- to Rs.10,000/-per Kg. No value surcharge is to be charged separately in spite of high value of the consignments.

3.14 All statutory liabilities such as road taxes, license etc., should be borne by the transport Contractor.

3.15 No detention charges are allowed for the vehicles detained in MIDHANI premises or at loading/unloading points.

3.16 No. of days for transportation shall be reckoned excluding loading and unloading days for all the consignments. In case the vehicle is detained for unloading then the proof of reporting of vehicle at the destination is to be produced. The same shall be considered while calculating the number of days for transportation. If the day of unloading happens to be a holiday, next working day will be considered.

3.17 In case the actual gross weight exceeds the Truck/ Trailer weight in that category, the payment will be for actual gross weight transported. In case of the actual gross weight is less than truck/trailer capacity, the capacity of truck /trailer capacity in which material is transported will be paid. However wherever Actual Gross weight is less than Truck/Trailer Capacity even though truck/trailer at such lower capacity (in terms of weight) is available and payment to be made for truck/trailer capacity, in such cases certification for such higher capacity of Truck/Trailer to be provided by stores department for processing of Bill.

3.18 In case the transporter uses a higher capacity vehicle which is not covered by category in the Contract, then the payment shall be based on immediate previous lower capacity of truck/trailer pro-rated to the actual load.

3.19. The actual gross weight (inclusive of packing) shall be considered for payment, not the Delivery Challan weight.

3.20 Under SMALLS category, the minimum charge for booking and transportation of a consignment shall be fixed as Rs 500/-. This shall not undergo change due to freight revision on account of escalation / de-escalation of HSD prices.

3.21 For transportation of consignments, if actual load transported exceeds the upper limit in that Category, payment for the exceeded load shall be on pro-rata basis in case of 16 T truck and trailer 20 T categories. Rates derived for all destinations shall be rounded off to the nearest Rupee and also for the revisions.

3.22 If part loads shipments are for two different Customers located in same city, the consignments can be clubbed together for collection/delivery.

3.23 Collection and delivery of material from one station to another out station shall also to be undertaken, however such cases will be very less. The charges shall be applicable based on vehicle capacity and distance category from the rate schedule at Part-D.

4.0 SECURITY DEPOSIT:

Successful tenderer has to submit a Security Deposit of **10% of contract value** through online transfer / Crossed DD. / Bank Guarantee from any Nationalized Bank, within 10 days of award of Contract failing which MIDHANI has the right to forfeit the EMD and cancel the acceptance of offer. This Security Deposit will entail no interest during the currency of the contract. The Security Deposit is liable to be forfeited on violation of any of the terms and conditions of the contract by the Transport Contractor and/or appropriated towards any loss that may be sustained by MIDHANI, which can be attributed to the Transport contractor's

negligence or towards any penalty levied on the Transport contractor in terms of Transport contract. The security deposit is required to be maintained throughout the contract period.

5.0 SUBMISSION OF BILLS:

5.1 Bills shall be submitted in the first week of calendar month for the services done by the Transport Contractor to MIDHANI and the same will be paid by RTGS/NEFT after deduction of statutory levies if any within 30 days from the date of submission. The bills shall contain the following details:

5.1.1 Description of materials, LR No. & LR date as per consignor's Delivery Challan.

5.1.2 No. of packages and weight delivered.

5.1.3 Copy of acknowledgment of delivery with copy of Transport Contractor's G.C. Note Certified by MIDHANI Stores Officer, Central Stores and by authorized representative of outstation consignee, as the case may be.

5.1.4 Date of delivery at destination with consignee's acknowledgment clearly indicating name of the person who received the material, affixing the rubber stamp of the Consignee.

5.1.5 ODC's should be indicated in LR in case bulky consignments and should be duly certified by Consignor.

5.1.6 Transport Contractor has to provide individual freight receipts for each consignment enabling MIDHANI to regularize the transactions.

5.1.7 In the Lorry receipt the actual weight, the charged weight, i.e Capacity of Trucks/ Trailers, Delivery Challan Number and date, Invoice Number and date are to be mentioned and the same is to be certified by concerned Officer in Stores in case of outgoing materials. In case of incoming consignments, it to be certified by the consignor and the Officer in charge of receipts section in Stores department of Midhani.

6.0 MONTHLY STATEMENTS:

The Transport Contractor shall obtain dated acknowledgments / receipts from consignee or their authorized agents at the place of destination as proof of having delivered the consignments dispatched by MIDHANI in good condition **and submit to MIDHANI every month under cover of the consolidated monthly statement.** They shall likewise give to the various consignors or their authorized agent's proof of receipt of delivery of consignments to MIDHANI, Hyderabad. While issuing lorry receipt the Transport Contractor shall properly enter the description of goods and its volume, measurement or weight as the case may be. They shall not issue lorry receipts with vague description such as 'PER BUNDLE' or 'FIXED WEIGHT' etc.

7.0 GST DOCUMENTS:

The Transport Contractor shall be solely responsible for delivery of the GST paid Gate Pass/Invoice and other documents to MIDHANI in case of incoming consignments and to MIDHANI's customer in case of outgoing MIDHANI products. In case of loss or destruction of the documents or failure to collect the GST documents from the consignor, the GST amount which could not be taken credit by MIDHANI/customer, would be recovered from the Contractor at the option of MIDHANI.

8.0 GENERAL CONDITIONS:

8.1 The contract will be concluded with only one Party. However, Midhani reserves the right to enter into parallel SIMILAR contracts for the same. This option will be exercised only at the discretion of MIDHANI .

8.2 Transport Contractors shall ensure that all goods carried from and to MIDHANI shall be transported with due care. In case it is found that goods entrusted to the charge of the Transport Contractor are damaged or lost in part or in full while in their custody and/or in transit, the Transport Contractor shall furnish to the consignee at the time of delivery a damage/shortage certificate in respect of consignments. The contractor shall be solely responsible for the goods from the time of acceptance from the consignor till the time of delivery to the consignee. In the event of non-delivery or loss of goods, Contractor is responsible and recovery will be made as per clause 8.40.

8.3 The Transport contractor shall not have any lien under any circumstances on the consignments entrusted to them for transportation.

8.4 In the event of non-delivery or loss of goods the assessment of loss shall be made **by Officer In charge, Stores** , MIDHANI or his authorized officer and the same shall be binding on the contractor.

8.5 DETENTION CHARGES:

If the vehicles are detained at the ports or at any other places or at Hyderabad due to circumstances beyond the control of the Company, or if they reach the destination on one of the holidays of the consignee or after office working hours, no detention charges shall be paid to the Transport Contractor under any circumstances whatsoever.

8.6 SPECIAL STIPULATION IN THE CONSIGNMENT NOTES/GOODS FORWARDING NOTE:

The consignment note/goods-forwarding note for the consignments to be transported under this contract shall not stipulate any clause limiting or absolving from certain liabilities by the Transport Contractor. Even if the consignment/goods forwarding note bears printing or otherwise clauses limiting the liability of the transport Contractor, such claims/stipulations shall not be applicable for this contract.

8.7 Transshipment of FTL/Chartered truck/Trallor consignments is not permitted. Transport Contractors should note that in case of violation of this condition, they shall be responsible for all consequential loss or damage to the goods.

9.0 TENURE OF CONTRACT:

9.1 The contract shall valid for a period of **ONE YEAR** from the date of commencement of the contract. **This period may be extended for a further period of one more year on the same terms and conditions on mutual consent.** MIDHANI reserves the right to use its own transport or transport of its sister concern or of any other concern at its discretion during the tenure of this Contract

9.2 The Contract is liable for termination by giving three months notice in advance by either side. **The Transport contractor can exercise this option after discharging his obligations at least for six months, otherwise the security deposit will be forfeited as penalty.** However, Midhani has the right to terminate the Contract without giving any Notice in case the Contractor fails continuously to provide Trucks or is found negligent in rendering services or causing breach of the terms & conditions besides levy of penalty/damages as provided in the contract.

10.0 TERMINATION OF CONTRACT:

10.1 This contract is for the carriage of all incoming/outgoing consignments of the MIDHANI as per the details given in the annexure for a period of one year and may be extended in terms of Clause 9.1 above. MIDHANI reserves the right to terminate the contract at any time by giving three months notice of its intention to do so in writing to the Transport Contractor and the Transport contractor shall not be entitled to any compensation damages whatsoever on account of such termination. In case of the failure of the Transport contractor to discharge his obligations during the notice period, he shall be liable to pay damages as assessed by **Officer In-charge Stores**, MIDHANI, which shall be final and binding on the Transport Contractor and shall be without appeal.

10.2 In the event of Transport Contractor going into liquidation, or winding up of his business or making arrangements with his creditors or failing to observe any provision of this contract, the **Officer In charge Stores**, MIDHANI shall have the right to terminate the contract forthwith, in addition to and without prejudice to any other right or remedies. The **Officer In-charge Stores**, MIDHANI shall also be entitled to claim from the Transport Contractor any cost or expenses that MIDHANI may incur by the reasons of the breach of the terms and conditions or any part thereof by the Transport Contractor.

11.0 LIQUIDATED DAMAGES:

The Transport Contractor shall transport and deliver the packages including over dimensional packages to the consignee within the period specified in the contract failing which 2% (Two Percent) of the transport charges for each day of such delay shall be recoverable from the Transport Contractor Subject to maximum of 20% (i.e. for 10 days). If the delay is beyond 10 days the L.D. will be 50% of the transport charges. **The free travel time has been elaborated in price bid format (Part-D)**

12.0 ARBITRATION:

In the event of any dispute or difference arising between the parties as to the performance or execution of the arrangement or the respective rights and liabilities of the contracting parties, it shall be referred to the sole arbitration of Arbitrator appointed by the Chairman & Managing Director of MIDHANI in consultation with the party/consent from the party. The Arbitrator shall not be an employee of Midhani. The decision shall be final, conclusive and binding on both the parties. To all such proceedings the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The venue of arbitration shall be Hyderabad, Telangana. The language shall be English.

13.0 JURISDICTION:

The Courts within the local limits of Hyderabad only will have jurisdiction on the matters other than excepted and arbitrable matters referred to as per Clause 12.0 above.

14.0 APPLICABLE LAWS: This contract shall be governed by the laws of India.

15.0 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 Purchases 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 any 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.

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PART - C**GENERAL INFORMATION ABOUT THE TENDERER**

The following particulars must be furnished by the Tenderer:

I	NAME AND ADDRESS OF THE TENDERER AND HIS FAX / TELEPHONE NO/E mail & Website, if any.	
II	Name of the authorised person with designation and contact details (Copy of Power of Attorney given in favour of the person signing this document shall be enclosed)	
III	COMPOSITION OF THE TENDERER : (It should be stated whether the tenderer is a registered partnership firm or a Limited Company and names of all partners / Directors etc., be given. It should also be certified that there are no undisclosed partners. In the case of Limited Companies, the authorised and paid up capital should be stated.)	
IV	BUSINESS IN WHICH THE TENDERER : IS EMPLOYED (The nature of all businesses in which the tenderer or partners of the tenderer are engaged should be stated together with particulars of their office or branches.)	
V	EXPERIENCE : (Full particulars should be given if the tenderer has carried out transportation of materials of the Central Government, any State Government or State/Central and Private Ltd Companies. Nature of consignments handled. Certificates to support the statements be attached.	
VI	TENDERER'S BANKS (The name of the bank or banks and the branch or branches with which the tenderer has dealings)	
VII	NO. AND LOCATION OF BRANCHES IN INDIA. (Branch list is to be attached) The Branch list must contain the names, addresses and telephone nos., of the Branch Managers and the facilities available at the Branch.)	
VIII	No. of trucks owned by the tenderer with registration Nos., and capacity of the trucks. (Copies of Registration certificates/Road Tax/All India Permit / Vehicle Insurance Certificate are to be submitted.) Party have to submit in table format mentioning the details, the Vehicle no, RC.No, Road tax validity, Insurance validity, All India Permit validity.	

Tender No: MDN/PUR/AP16202002/ADVT/070/20-21 Dated 19.12.2020

IX	Indicate the maximum dimensions of the consignments that can be carried in category of Truck/Trailer (Weight wise/Volume Wise)	
X	Tenderer will also indicate whether they are on the approved list of Indian Banks Association. If so copy of the letter to be enclosed.	
XI	1. Copy of PAN No. 2. Details of Registration Under GST Act, Tax rules (Copy to be enclosed)	
XII	Details of Demand Draft/NEFT UTR No. enclosed : Demand Draft No/UTR No. & Date Amount Rs.----- Issuing Bank	

SIGNATURE AND SEAL OF THE TENDERER

ELIGIBILITY CRITERIA SHEET

The tenderers are requested to note the following and submit the following supporting documents while submitting their tenders:

S.No	Eligibility Criteria	Documents for submission
1	Proof of establishment – Bidders shall have been established and operating in the transportation business for at least 5 years as on date of opening of tender.	Certificate of incorporation issued by registrar to companies with proof of address and stating year of establishment.
2	The tenderer should be licensed under IBA as on date of opening of tender and tenderer should ensure the validity of IBA licence throughout the currency of contract	Certificate to be provided
3	The tenderer should be registered under carriage by road act 2007 as on the date of opening of Tender.	Certificate to be provided
4	The tenderer should have a branch office in Hyderabad	Address of the Branch office with contact details including phone numbers to be submitted. If the tenderer do not have office at Hyderabad, they should give confirmation to open the office within one month of award of contract.
5	Net Worth: Bidders shall have positive net worth in each of the previous three financial years. Average Turnover of last 3 years should not be less than Rs 4.20 Crores (OR) Solvency certificate: Bidders shall submit Solvency Certificate of Rs. 1.40 Crores issued not earlier than 6 months from the date of EOI/Tender	Copy of IT Return Acknowledgement /Copy of Balance sheet and P & L Account certified by Statutory Auditors or Chartered Accountant. (OR) Solvency certificate issued by Nationalized / Scheduled Bank in India
6	Tax Registration Bidders shall have PAN/TAN/GST Registration no.	Copy of Registration certificates
7	Experience: The transporter should have the experience of transportation for at least two Central /State Govt. organizations or PSUs or public listed company.	Relevant Purchase Order/Letter of Intent/Work Order/Contract Agreement containing scope of work. Proof of successful completion/execution certificates shall be provided.
8	Unconditional acceptance of all Commercial Terms and conditions.	Self Certified Document to be submitted on Company's letter head signed by Authorized signatory.
9	Bidders should own at least ten trucks/trailers of 9/16/20 MT capacities as on the date of opening of tender.	Copies of Registration certificate, Road Tax / Permit, Insurance and explosive license shall be provided.
10	Pre-Integrity pact	Signed copy of Pre-integrity pact has to be submitted along with Tender

ENDORSEMENT

If, we are unable to provide services for any reasons from any place to MIDHANI / or Vice Versa, MIDHANI, other destination to other destinations, can make alternate arrangements and the difference of (extra) charges, if any above the contract rates incurred shall be deducted by MIDHANI from our freight bills due for payments.

Certified that I/We have fully understood and accepted the terms & conditions contained in the Tender Document and declare that I/We shall abide by the same.

Accordingly I/We have made our offer enclosed herewith.

Signature of the Tenderer
with office Seal

Place:
Date:

PART-D**PRICE BID FORMAT****Category – I : Part Load category (Less than 300 Kgs)
For all Stations**

SI.NO	Station		Distance (Kms)	Rate per Km/Kg (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To				
A	B		C	D	E=C X D X 150 Kg	F
1			6000			250 Kms for One day

Note:

1. Since the actual quantity is not known, for the purpose of evaluation 150 Kgs has been considered, as the category is for 1 Kg to 300 Kgs.
2. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories. Otherwise offer may be rejected summarily.
3. Bidders have to mandatorily quote for all stations to be mentioned in the tender document.
4. Distance between the stations will be considered as indicated in Google chart.
5. No extra mileage for the stations will be considered under any circumstances. However any deviations in the route takes place during the transportation of the materials, due to road repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers or any other authenticate source.

Category II: Chartered Trucks up to – 1 MT.**For Defined Station**

SI.NO	Station		Distance (Kms)	Approx No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DxE	G
1	Hyderabad	Mumbai	739	5			3
2	Hyderabad	Ahmedabad	1195	5			4
3	Hyderabad	Lucknow	1343	10			5
4	Lucknow	Hyderabad	1343	10			5
5	Hyderabad	Chennai	628	5			2
6	Hyderabad	Bengaluru	569	5			2
7	Hyderabad	Koraput	603	10			2
8	Koraput	Hyderabad	603	10			2
9	Hyderabad	Visakhapatnam	617	10			2
10	Hyderabad	Bhopal	852	5			5
11	Hyderabad	Haridwar	1746	5			7

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	Approx x No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 1 MT	G
1			15000				350 Kms for every One day

**Category II: Chartist Trucks up to – 3 MT.
For Defined Station**

SI.NO	Station		Distance (Kms)	Approx No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DxE	G
1	Hyderabad	Mumbai	739	10			3
2	Hyderabad	Ahmedabad	1195	10			4
3	Hyderabad	Kanpur	1338	10			5
4	Hyderabad	Chennai	628	5			2
5	Hyderabad	Bengaluru	569	15			2
6	Hyderabad	Visakhapatnam	617	10			2
7	Hyderabad	Jabalpur	785	10			3
8	Hyderabad	Coimbatore	933	5			3
9	Hyderabad	Pune	570	5			2
10	Hyderabad	Mysore	727	5			3
11	Hyderabad	Lucknow	1343	5			5
12	Lucknow	Hyderabad	1343	5			5
13	Hyderabad	Haridwar	1746	5			7
14	Hyderabad	Trivendrum	1240	10			5
15	Hyderabad	Tiruchy	920	5			3

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	Appro x No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 3 MT	G
1			15000				350 Kms for every One day

**Category II: Chartered Trucks – 3 MT to 5 MT.
For Defined Station**

SI.NO	Station		Distance (Kms)	No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DXE	G
1	Hyderabad	Mumbai	739	5			3
2	Hyderabad	Kanpur	1338	10			4
3	Hyderabad	Chennai	625	5			2
4	Hyderabad	Bangalore	569	5			2
5	Hyderabad	Visakhapatnam	617	5			2
6	Hyderabad	Jabalpur	785	5			3
7	Hyderabad	Mysore	743	5			3
8	Hyderabad	Haridwar	1746	5			5
9	Hyderabad	Kancheepuram	688	5			3
10	Kancheepuram	Hyderabad	688	10			3
11	Hyderabad	Thirusur	1042	5			4
12	Thirusur	Hyderabad	1042	5			4
13	Hyderabad	Trivendrum	1240	5			5

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 5 MT	G
1			15,000				350 Kms for every One day

**Category II: Chartered Trucks – 5 MT to 6 MT.
For Defined Station**

SI.NO	Station		Distance (Kms)	No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DXE	G
1	Hyderabad	Mumbai	739	5			3
2	Hyderabad	Kanpur	1338	5			4
3	Hyderabad	Bangalore	569	5			2
4	Hyderabad	Visakhapatnam	617	5			2
5	Kanchepuram	Hyderabad	688	5			2
6	Thirusur	Hyderabad	688	5			3
7	Hyderabad	Indore	970	5			4
8	Indore	Hyderabad	970	5			4

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 6 MT	G
1			15,000				350 Kms for One day

**Category II : Chartered Trucks– 9 MT.
For Defined Station**

SI.NO	Station		Distance (Kms)	No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DXE	G
1	Hyderabad	Kanpur	1338	10			5
2	Hyderabad	Bangalore	569	5			2
3	Hyderabad	Kanchepuram	688	5			3
4	Kanchepuram	Hyderabad	688	5			3
5	Hyderabad	Hazira	992	5			4
6	Hyderabad	Jabalpur	785	5			3
7	Hyderabad	Mumbai	739	5			3
8	Hyderabad	Trivendrum	1240	10			5

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 9 MT	G
1			15,000				300 Kms for One day

**Category II : Chartered Trucks- 16 MT.
For Defined Station**

SI.NO	Station		Distance (Kms)	No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DXE	G
1	Hyderabad	Rourkela	1231	5			4
2	Hyderabad	Kanpur	1338	5			5
3	Hyderabad	Chennai	628	5			2
4	Hyderabad	Bangalore	569	5			2
5	Hyderabad	Visakhapatnam	617	5			2
6	Hyderabad	Kanchepuram	688	10			3
7	Kanchepuram	Hyderabad	688	10			3
8	Vadodara	Hyderabad	1082	5			4
9	Hyderabad	Vadodara	1082	5			4
10	Hyderabad	Jabalpur	785	5			3
11	Hyderabad	Trivendrum	1240	5			5

For Other Stations

SI.NO	Station		Approx. Distance (Kms)	No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 16 MT	G
1			15,000				300 Kms for One day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidders has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily
3. Distance between the stations will be considered as indicated in Google chart.
4. No extra mileage for the stations will be considered under any circumstances. However any deviations in the route takes place during the transportation of the materials, due to road repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.

**Category III: Trailors – 20 MT 20/40 FEET Category
For Defined Station**

SI.NO	Station		Distance (Kms)	No. of Trips	Rate Per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=DXE	G
1	Hyderabad	Rourkela	1231	15			5
2	Rourkela	Hyderabad	1231	15			5
3	Hyderabad	Ishapore	1506	10			6
4	Ishapore	Hyderabad	1506	10			6
5	Hyderabad	Kanchepuram	688	20			3
6	Kanchepuram	Hyderabad	688	20			3
7	Hyderabad	Waghodia	1125	5			5
8	Waghodia	Hyderabad	1125	5			5
9	Hyderabad	Bhilai	1124	15			5
10	Bhilai	Hyderabad	1124	15			5
11	Hyderabad	Jabalpur	785	5			3
12	Hyderabad	Kanpur	1338	5			6
13	Hyderabad	Chennai	628	5			3

For other Stations

SI.NO	Station		Approx. Distance (Kms)	No.of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=C X E X 20 MT	G
1			75,000				For every 250 Kms for one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidders has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily
3. Distance between the stations will be considered as indicated in Google chart.
4. No extra mileage for the stations will be considered under any circumstances. However any deviations in the route takes place during the transportation of the materials, due to road repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For loads less than 20 MT, full truck charges i.e. for 20 MT will be paid. Above 20 MT weight, the payment will be made on pro-rata basis.

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - C "TECHNO-COMMERCIAL BID" along with EMD Rs. 10,00,000/-
TENDER No: MDN/PUR/AP16202002/ADVT/070/20-21 DATED 19.12.2020
DUE DATE: 08.01.2021 @ 10 :30 hrs
To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - D "PRICE BID"
TENDER No: MDN/PUR/AP16202002/ADVT/070/20-21 DATED 19.12.2020
To
THE ADDL. 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/AP16202002/ADVT/070/20-21 DATED 19.12.2020
DUE DATE: 08.01.2021@ 10:30 hrs

CONTENTS:
A) TECHNO-COMMERCIAL BID along with EMD -Part C
B) PRICE BID- Part - D

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

NAME OF THE TENDER:

Part-F

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD _____ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., _____ we shall be discharged from all the liabilities under this guarantee

Date: _____

(Bank Name and Address)

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

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed onday of by
.....

(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favour of M/s. MISHRA DHATU NIGAM LIMITED., a government of India Enterprise incorporated and registered as a company under the Companies Act, 1956, having its registered office at P.O. Kanchanbagh, Hyderabad – 500 058, state of A.P. India, herein after referred to as the “purchaser” (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Mishra Dhatu Nigam Limited (Purchaser) having agreed to exempt hereinafter called the said Contract(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. dated for(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs/ USD.....(Rs/ USD..... only), we (name of the bank, address) (hereinafter referred to as “The Bank”) at the request of Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs/ USD (in words.....) against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
3. We (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank 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 (in words.....)
4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.

5. We (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.
6. We (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Notwithstanding anything contained herein before, our liability is limited to a sum not exceeding Rs/ USD (in words.....) unless a claim is made on us in writing on or before (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at on the date, month and year first herein above written.

FOR AND ON BEHALF OF THE BANK WITHIN NAMED

INTEGRITY PACT

Between

Mishra Dhatu Nigam Limited (MIDHANI) hereinafter referred to as "The Principal",
and

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s)

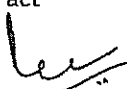
In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at page No.5.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Purchase policy MIDHANI.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Purchase policy MIDHANI".



Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the C&MD MIDHANI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD MIDHANI and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the C&MD MIDHANI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the C&MD MIDHANI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the C&MD MIDHANI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by C&MD MIDHANI.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

एम.रामचन्द्र राव/M.Rama Chandra Rao

उप महा प्रबंधक (क्रय)

Dy. Genl. Manager (Purchase)

मिश्र धातु निगम लिमिटेड / Mishra Dathu Nigam Limited

कंचनबाग, हैदराबाद / Kenchanbagh, Hyderabad

Date -----

(For & On behalf of
Bidder/ Contractor)

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

K.V. Sundar
Purchase Dept Midhani

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MIDHANI shall apply for registration in the registration form .
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by MIDHANI.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representatives working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by MIDHANI in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by MIDHANI in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MIDHANI. Besides this there would be a penalty of banning business dealings with MIDHANI or damage or payment of a named sum.
