



**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

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

Corporate Identity Number : L14292AP1973GOI001660

Phone: 040-2434001 (10 lines), 24184348/24184449/24184578, Fax: 040 – 24340764

e Mail ID: arindam.m@midhani-india.in, rajkumar@midhani-india.in,

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



Tender Notice No. : MDN/PUR/04201022/RM/ADVT/101/20-21, Date: 15-01-2021

Start of Issue of Tender Documents: 15<sup>th</sup> JAN 2021 at 17.00 Hrs. IST

Receipt of Tender on or before: 12<sup>th</sup> FEB 2021 at 10.30 Hrs. IST

Opening of Tender Date: 12<sup>th</sup> FEB 2021 at 10.35 Hrs. IST

| Sl. No | MATERIAL  | Estimated Requirement |              |
|--------|---|-----------------------|--------------|
|        | DESCRIPTION & SPECIFICATION.  | Unit                  | Qty          |
| 1.     | <b>NICKEL OXIDE SINTER<br/>(DETAILS AS PER ANNEXURE-I)</b><br>Quantity tolerance : +/- 5% | <b>KGS</b>            | <b>2000.</b> |

**List of Tender Documents:-**

| S. No               | Document Description   | Pages           |
|---------------------|--|-----------------|
|                     | <b>Invitation to Tender</b>  | <b>26 pages</b> |
| <b>Annexure I</b>   | <b>Technical Specifications</b>  | 02 Pages        |
| <b>Annexure II</b>  | <b>General Terms and Conditions</b>  | 05 Pages        |
|                     | <b>a. Terms and Conditions for Indigenous Bidders</b>                        | 01 Page         |
|                     | <b>b. Terms and Conditions for Foreign Bidders</b>                           | 03 Pages        |
|                     | <b>Terms Restrictions Under GFR 149 (xi)<br/>(Appendix 2 to Annexure-II)</b> | 02 Pages        |
| <b>Annexure III</b> | <b>Procedure for Submitting Manual Tenders</b>                               | 01 Page         |
| <b>Annexure IV</b>  | <b>Bank Guarantee Formats</b>  | 05 Pages        |
| <b>Annexure-V</b>   | <b>LC Format</b>   | 02 Pages        |
|                     | <b>Standard Eligibility Criteria</b>   | 01 Page         |

**For MISHRA DHATU NIGAM LIMITED**

*Arindam Mondal*

Arindam Mondal  
Mgr (Purchase)

TECHNICAL SPECIFICATION

Chemical composition

NiO: 96 % min      Cu: 1.0 % max      P: 0.002 max      Fe: 0.60 max  
Co: 1.5 max      S: 0.01 max      O<sub>2</sub>: Balance

Size: Granular form is preferable.

1. Tenderer must furnish typical chemical composition of all the above elements in material along with offer.
2. Test certificate indicating all the above elements to be submitted along with the supply.
3. Incomplete offer will not be considered.
4. Packing :200/250/500 kgs packed in sealed steel drum
5. Delivery schedule:
  - 5.1 FOR: 50% ordered quantity shall be supplied between 105-120 days of PO date and balance 50 % of ordered quantity shall be supplied between 135-150 days of PO date
- 6 Quantity Tolerance:  $\pm 5 \%$
- 7 Before shipment of the material, the vendor/manufacturer should submit the TEST CERTIFICATES of the material offered to Midhani for approval.
- 8 The material shall be shipped only after clearance from Midhani.
- 9 Acceptance criteria: As per QA document (Chemical composition as per QA document shall be tested by QC at Midhani).

**Bank Details for payment of EMD by Foreign Bidders. (Only Foreign Bidders shall submit EMD using these details. For Indigenous Bidders, EMD amount shall be paid through link <http://ebs.in/midhani/public> or visit midhani website [www.midhani.com](http://www.midhani.com) > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit –ONLINE PAYMENT ONLY.)**

|                                     |                  |                                   |
|-------------------------------------|------------------|-----------------------------------|
| <b>MIDHANI<br/>Bank<br/>Details</b> | Name of the Firm | : M/s. Mishra Dhatu Nigam Limited |
|                                     | PAN No.          | : AABCM6345A                      |
|                                     | Bank Name        | : HDFC Bank Ltd.                  |
|                                     | Branch Address   | : Lakdikapul Branch, Hyderabad.   |
|                                     | Account No.      | : 00210330000440.                 |
|                                     | IFSC Code        | : HDFC0000021                     |
|                                     | MICR Code        | : 500240002                       |
|                                     | SWIFT Code       | : HDFCINBBHYD                     |
|                                     | Type             | : Current account.                |

**Check list for submission of documents against the tender:**

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

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

**Note:**

- Tenders received without the above documents & details are liable to be rejected summarily.
- 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.
- Please enclose the above check list along with the Techno Commercial bid.
- 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.

**General Terms and Conditions of the Tender**

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered b y the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material confirming to IS will be preferred.
4. **VALIDITY :**  
The offer should be valid for a minimum period of **30** days from the date of opening of the tender. **In case of shorter Price validity period, than what is stipulated in the Tender, the Company reserves the right to reject the bid summarily**

5. **DELIVERY PERIOD:**

- 9.1 (a)FOB: i. First 1 MT ordered quantity between 60 to 75 days of PO date  
ii: Second 1 MT ordered quantity between 90 to 105 days of PO date
- 9.2 (b)CIF : i: First 1 MT ordered quantity between 90 to 105 days of PO date  
ii: Second 1 MT ordered quantity between 120 to 135 days of PO date
- 9.3 (c)FOR: i. First 1 MT ordered quantity between 105 to 120 days of PO date  
ii: Second 1 MT ordered quantity between 135 to 150 days of PO date

6. **EARNEST MONEY DEPOSIT:**

The tender must be accompanied by an EMD amount of Rs.60,000/- OR USD 820 through online link <http://ebs.in/midhani/public> or visit midhani website [www.midhani.com](http://www.midhani.com) > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit –ONLINE PAYMENT. Or Bank Guarantee as per format enclosed from a Scheduled Bank encashable in Hyderabad, India with validity till 180 days.

If EMD is not submitted, offers are liable for rejection. EMD and Security Deposit in the form of Demand Draft or Bankers Cheque will not be considered unless prior consent from MIDHANI is obtained. Exemption of EMD is available to MSE's and Start Up's as per Government Guidelines.

The earnest money shall be kept deposited till validity of the offers/finalization of the tender whichever is earlier. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resile from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited. Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

The Earnest Money shall be returned to all the firms after finalization of the tender, except to the successful tenderer. EMD of successful tenderer shall be returned after submission of Security Deposit/shall be held as Security Deposit as the case may be. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to duly sign the agreement within the period fixed by

the Purchaser as indicated above, the earnest money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

*Note: EMD is exempted for all Government Departments/Central PSUs.*

**In case of EMD Exemption/EMD Not applicable:** In case of failure of the bidder to accept / execute the contract, the bidder shall not be permitted to participate in the re-tender for the same item. Also suitable penal action as deemed fit by Midhani shall be imposed.

7. SECURITY DEPOSIT (SD):

In case of successful tenderer, **10% of PO Value** towards SD shall be submitted by vendor within 21 days from the date of PO, in the form of Bank Guarantee or payment through online with proof thereof.

The Security Deposit of above amount shall be submitted on placement of order, online through [link http://ebs.in/midhani/public](http://ebs.in/midhani/public) or visit [midhani website www.midhani.com](http://www.midhani.com) > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit –**ONLINE PAYMENT**. Or Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 21 days from the placement of order.

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Supplier/Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the order/contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

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

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

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

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

a. Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India and in our prescribed formats only.

b. Bank Guarantees (SD/Advances/PBG) shall have an additional claim period of twelve months from the date of expiry.

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

10. QUERIES / CLARIFICATIONS:

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

Technical Queries:

Name: Sri. A Ravi Chandran (AGM, MS)

Commercial/Financial Queries:

Name: Sri. Arindam Mondal, (Mgr.)

**11. 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.

**12. ARBITRATION :**

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

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

**13. JURISDICTION :**

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

**14. RISK PURCHASE:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk. In such case the supplier shall be bound to pay the extra cost incurred by Midhani forthwith on demand by Midhani.

**15. ADDENDA TO TENDER DOCUMENTS :**

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

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

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

**17. BANKRUPTCY ETC.:**

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

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

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

18. **RIGHT OF ACCEPTANCE:**

The Purchaser does not bind himself to accept the lowest or any of other tender and reserves the right of acceptance the whole or any part of the tender or portion of the quantity offered.

19. **LIQUIDATED DAMAGES(LD):**

Liquidated Damages shall be levied against Suppliers/Contractors in the event of unsatisfactory, delayed or non supply of materials/execution of Contract beyond the date of delivery/completion of job. LD is leviable at the rate of 1% of the total order/contract prices per week or part there of subject to a maximum 10% of the order/contract prices including taxes & duties without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract

20. **CANCELLATION / SHORT CLOSURE OF CONTRACT/PURCHASE ORDER:**

The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.

On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

21. **REJECTED GOODS:** The rejected goods at MIDHANI premises will lie at the risk of the Vendor. They should be replaced immediately on receipt of intimation regarding rejection from Midhani. In case the rejected goods are not replaced within six weeks from the date of receipt of the inspection memo, MIDHANI is not responsible for any loss, damage and theft, and in addition, MIDHANI reserves the right to recover such amount as may be assessed on account of storage and incidentals or any other charges MIDHANI may have incurred.

The vendor has to lift the rejected material from MIDHANI within 6 months from the date of receipt of intimation. In case of rejected goods are in MIDHANI for more than 6 months, MIDHANI reserves the right to dispose of the same and Vendor shall not have any right for claiming the goods or damages thereof.

22. **SUBMISSION OF TENDER :**

Tenders shall be submitted as per procedure specified at Annexure III. The tenders received after the stipulated time and due date, due to any reason whatsoever will not be considered. Tenders who are incomplete or otherwise considered defective are liable to be rejected.

23. **MULTIPLE L1 PARTIES:**

In case more than one tenderer is qualifying as L1, after price evaluation and the order is not to be split, the placement of order shall be done after obtaining reduced revised price bid from the

L1 tenderers and if still there is a tie among L1 tenderers then to discover the final L1, draw of lots shall be held in presence of the tenderers who chose to be present.

24. 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.

25. **TENDER OPENING:**

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

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

B. **PRICE BIDS:**

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

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions/loading of any charges to arrive at the Landed Cost to MIDHANI. In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening."

Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

26. **DEFINITIONS:**

A. **PURCHASER:**

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

B. **TENDERER:**

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

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

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

\*--\*--\*



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

Prices shall be quoted ONLY in the following format/as per BOQ:

| Sl. No | Description         | Quantity with UOM | Unit Price per job (INR) | Total FOR Midhani price (INR) | HSN/SAC Code | GST (%) |
|--------|---------------------|-------------------|--------------------------|-------------------------------|--------------|---------|
| I      | II                  | III               | IV                       | (V = III x IV)                |              | VI      |
| 1      | Nickel Oxide Sinter | 2 MT              |                          |                               |              |         |

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

- Manufacturer's Name & Address.
- Country of origin of goods.
- Delivery period.
- Mode of packing.
- Net weight and Gross weight.
- Technical Literature / Catalogue/Specifications.
- Details of Shelf life, if any, applicable for the goods offered.
- Your Banker's Name, Address & Details.
- A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government department and other favored customers.
- HSN Code for all the Items quoted along with applicable GST Rates.
- TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

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

**2. TERMS OF PAYMENT for Indigenous Offers:****For Materials:**

100% Payment within 30 Days from the date of Receipt and acceptance of Material at MIDHANI.

**3. PRICES**

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

**4. TAXES AND DUTIES:**

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

**5. PACKING:**

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

**GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS**

1. Prices shall be quoted ONLY in the following format/as per BOQ:

| SI. No | Description         | Quantity with UOM | Unit Price (USD/EUR/GBP/JPY) | Total FOB Price (USD/EUR/GBP/JPY) | Customs Tariff (HSN) Code |
|--------|---------------------|-------------------|------------------------------|-----------------------------------|---------------------------|
| I      | II                  | III               | IV                           | (V = III x IV)                    |                           |
| 01     | Nickel Oxide Sinter | 2 MT              |                              |                                   |                           |

In case you opt for any other INCOTERMS other than FOB, ONLY additional Charges for CIP/CIF/C&F Price may be quoted separately. FOB PRICE SHALL BE INDICATED IN THE OFFER WITHOUT FAIL.

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

- a. Manufacturer’s Name & Address.
- b. Country of origin of goods.
- c. Delivery period.
- d. Mode of packing.
- e. Net weight and Gross weight.
- f. Technical Literature / Catalogue/Specifications
- g. Details of Shelf life, if any, applicable for the goods offered.
- h. Your Banker’s Name, Address & Details.
- i. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government department and other favored customers.
- j. HSN Code for all the Items quoted along with applicable GST Rates.
- k. TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

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

2. **CREDIT RATING CERTIFICATE:**

- a) Tenderers may furnish credit rating obtained by them from any reputed credit rating agency along with offer.
- b) DEALERSHIP CERTIFICATE (If Applicable):  
Dealers/Stockists/traders shall furnish dealership/authorisation certificate from the OEM along with offer. Offer shall not be considered in case authorization certificate from OEM is not submitted.

3. **AGENCY COMMISSION :**

We are a Government of India Enterprise. It is our policy to deal with the foreign suppliers/manufacturers directly without associating any of their Indian agents or payment of any agency commission. You are therefore requested to quote your price without any agency commission, passing on this benefit to the Purchaser which is Government of India Enterprise. Please therefore specifically state in your offer that the price quoted by you is net and NO agency commission is payable to any Indian agent.

4. **TERMS OF PAYMENT:**

**A. Supply:** Through Irrevocable Letter of Credit/Telegraphic Transfer, 30% payable against shipping document as mentioned at clause 4.1 and balance 70% payable against acceptance documents mentioned at clause 4.2. Clear instruction shall be given by you to the bank to forward the following documents without any delay to our bank. Andhra Bank, BDL Campus Branch, PO kanchanbagh, Hyderabad-500058 **OR** State Bank of India, Chandrayangutta, Hyderabad – 500058.

(or)

**B. 100% Payment within 30 Days from the date of Receipt and acceptance of Material at MIDHANI.**

**4.1 Documents required for 30% payment:**

The tenderer shall be confirming that in the event of order that the following documents will be furnished for each lot / consignment for purposes for payment:

- a. Clean on Board Bill of Lading as defined in Incoterms 2010. – 2 negotiable and 2 non negotiable copies
- b. Signed Invoice for the goods dispatched. - 4 copies
- c. Certificate of Origin. – 2 copies
- d. Packing List. – 5 copies
- e. Test / Manufacturer's Certificate. – 4 copies
- f. Fax/email intimation particulars regarding shipment sent to our insurer – 2 copies
- g. Certificate from beneficiary that one set of non negotiable documents has been sent to Purchaser/Buyer as per PO/Contract

**4.2 Documents required for claiming balance 70% payment:**

- a. Acceptance certificate issued by Midhani in original.
- b. NOC from Midhani for releasing balance payment after recovery if any.

(NOTE : In case of LC Payment, cost of LC and interest for 30% Advance shall be added for landed cost calculation)

**5. PRICES :**

Preference will be given to FIRM prices, but should the quoted prices be subject to variation, the price variation clause should be detailed in the offer.

- i. Offers in Foreign Currencies shall be normally on FOB basis. However, in case any other Terms as per INCOTERMS are quoted, FOB price must be indicated. MIDHANI shall reserve the right to place order on either FOB or other Terms as per INCOTERMS.
- ii. Supplier shall provide mandatory 14 days of free period for arranging custom clearance in Final place of Delivery : ICD, Hyderabad
- iii. Indicate whether the shipment shall be FCL (Full Container Load) or LCL (Low Container Load) and number of containers in the techno-commercial bid. In case the same is not feasible, indicate the volume and weight of the consignments.
- iv. Exchange rate for the foreign currencies shall be considered as on final scheduled techno-commercial bid opening date for bid evaluation and comparison purpose. Exchange rate shall be taken from the website of RBI.
- v. Landed Costs shall be calculated on FOB Costs considering the following:
  - a. Freight, Insurance and Clearance Charges (as per the port of Loading) till receipt of material in MIDHANI.
  - b. Duties applicable after considering Input Tax Credits.
  - c. Interest Charges for normalizing payment terms (if any), based on One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening.
  - d. LC charges prevailing as on techno-commercial bid opening date as per SBI taking into account the Delivery Period.
  - e. Pre Dispatch Inspection Charges, if any, for Inspection by MIDHANI.
- vi. Freight & Insurance charges whichever is lower either (i) from offer, in case of other than FOB price or (ii) our internal prices in case of FOB Price shall be considered.

**6. DISCOUNT :**

Prices quoted should be applicable to purchases by Manufacturers and the manufacturer's discount, if any, should be indicated in the offer.

7. **MODE OF SHIPMENT :**  
By Sea for Import offers with place of delivery to be indicated as **ICD, Hyderabad.**  
(Port of Loading shall be clearly mentioned for FOB supply in techno-commercial offer)
8. **DESCRIPTION & SPECIFICATION :**  
The description and specification offered in the offer will be binding on the Tenderer and no alteration thereof will be permitted.
9. **AUTHORITY TO SUBMIT TENDER :**  
The signatory to the Tender will be deemed to have the authority to submit the Tender.  
The Tender will be binding on the tenderer and no alteration will be permitted.
10. **TAXES & DUTIES:**  
All statutory customs/import duties, taxes, fees, cess & levies, etc. in India on the imported goods on amount payable in foreign currencies shall be borne and paid by the Purchaser.  
Income tax (Withholding Tax) in India, if leviable and other taxes in relation thereto on any other account shall be borne and paid by the successful Supplier. The successful supplier shall be liable to file tax returns with respective income tax authorities as required under the Indian Income Tax Act.  
All payments under the Purchase Order to the successful tenderer shall be subjected to deduction of taxes at source at the applicable rates in force as per the provisions of the Indian Income Tax Act or Double Taxation Avoidance Treaty whichever is more beneficial to the tenderer. Where the benefits of double taxation are to be availed, it shall be the responsibility of the tenderer to furnish the Tax Residency Certificate to the Purchaser required under the Indian Income Tax Act.
11. **INSURANCE :**  
Marine Insurance Coverage will be arranged by the Purchaser for FOB Shipment
12. **EXPORT LICENCE :**  
Restrictions if any, for exporting this item to Midhani, India may please be indicated specifically with regard to time required for executing the order as per the quoted delivery schedule.
13. **PACKING :**  
The material should be securely packed and properly marked to avoid Loss & Damage in Transit.  
Mode of Packing shall be indicated in the Offer.
14. **HIGH SEA SALES:** In case of High Seas Sales, the Exchange rate as on the date of procurement of Raw material from the foreign supplier by the Vendor, as evidenced from the Vendor Voucher (to be submitted by the vendor) shall be adopted. Also, in case of High Sea Sales, HSS agreement shall be signed only after submission of Security Deposit.
15. **COO (Country of Origin):**  
Country of Origin Certificate to be issued by Chamber of Commerce to avail discount in preferential custom Duty amount in India Customs.

**Appendix 2 to Annexure II**

**RESTRICTIONS FOR PARTICIPATION IN THE TENDER**

In reference to the OM No. 6/18/2019-PPD Dt. 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, the following restrictions are applicable:

- I. Any Bidder from a Country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as specified in the above mentioned Office Memorandum. Notwithstanding anything contained herein, it is hereby clarified that the said Order and this Clause will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of such countries is available in the website of Ministry of External Affairs.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or officer controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shared a land border with India" for the Purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or Other) agent of such an entity; or
  - f. A Natural person who is a citizen of such a country; or
  - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:-
  1. In case of a company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of partnership firm, the beneficial owner is the natural person (s), who, whether acting along or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is

- the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership,
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [In case of Works/Contracts/Turnkey Contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Bidders shall provide and undertaking in this regard duly signed by Authorised Signatory on Company's Letter Head as below:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country 'or' if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Wherever applicable evidence of valid registration by the Competent Authority shall be attached]."

In case of Tenders of Works/Contracts involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country 'or' if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Wherever applicable evidence of valid registration by the Competent Authority shall be attached]."

\*\_\*\_\*\_\*

**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER**  
**(In Separate Sealed Covers)**

**ENVELOPE NO.1:**

PART - I "TECHNO- COMMERCIAL BID"  
ALONG WITH EMD & INTEGRITY PACT  
ENQUIRY NO. **MDN/PUR/04201022/RM/ADVT/101/20-21**  
DATE: **15-01-2021**  
DUE DATE : **12-02-2021 AT 10.30 AM**  
To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II "PRICE BID"  
ENQUIRY NO. **MDN/PUR/04201022/RM/ADVT/101/20-21**  
DATE: **15-01-2021**  
  
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 (BOTH THE ENVELOPE NO. 1 & NO. 2 TO BE PLACED IN THE ENVELOPE NO. 3):**

TENDER NO.  
ENQUIRY NO. **MDN/PUR/04201022/RM/ADVT/101/20-21**  
DATE: **15-01-2021**  
DUE DATE : **12-02-2021 AT 10.30 AM**

**CONTENTS:**

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

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

NAME OF THE TENDERER:

**Annexure IV**

**SPECIMEN FORMS OF**

**BANK GUARANTEES**

1. BG FORMAT IN LIEU OF EMD
2. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

**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 on .....day 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 Contractor(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.....(Rupees..... 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 ..... 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 .....
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 forbear 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. Our liability is limited to a sum not exceeding Rs ..... 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

## Standard Eligibility Criteria & Evaluation thereof

**1. Offers from Traders as well as from Authorised dealers/distributors/ representatives on behalf of Original manufacturers (OM) are allowed subject to the following:**

- Authorization letter duly signed by the original manufacturer to be submitted along with techno commercial bid by the Authorised dealers/distributors/ representatives /Traders. Authorization letter shall be valid on the date of opening of tender.

Authorization letter shall be valid till completion of the contract / order, in case of award of Contract.

**2. Offers shall be considered subject to fulfilling of the eligibility criteria as below: Eligibility Criteria:**

| Sl. No | Criteria   | Documents required for confirmation   |
|--------|--|---|
| 01     | Technical Experience:<br><b>Bidder (sole)/Original Manufacturer</b><br>Should have supplied similar Raw Materials at least two times in previous 24 months prior to the date of tender for at least 20% tendered quantity (In single or multiple Purchase Orders). | Purchase Order copies issued by previous customers shall be submitted as proof of supply. |

Note: Similar Raw Materials include Material with same Technical Specification as of the Tender.

3. Apart from meeting the eligibility criteria defined, all new bidders shall fill the Vendor Registration form available in the website <http://midhani-india.in/login> and submit along with the offer for formal vendor registration.

*Note: Existing Suppliers also who have earlier not submitted the Vendor Registration Application in the above format/chose to update their credentials subsequent to earlier application, may submit the same along with their technical offers.*