

<b>MISHRA DHATU NIGAM LIMITED</b> A Government of India Enterprise P.O Kanchanbagh, Hyderabad-500058, TS, India Phone: 040-24184453 Email: smondal@midhani-india.in	<b>INVITATION TO TENDER</b> <b>No. : MDN/PUR/26206206/Advt/086/20-21</b> <b>Date : 05-01-2021</b> <b>Due Date : 29-01-2021</b> <b>TIME : 10:30 Hrs</b> <b>Opening Date : 29-01-2021</b> <b>TIME : 10:35 Hrs</b>
	Your Offer should contain the following information. 1) Unit Rate both in figures & words and Price Basis 2) Validity Period of the offer 3) Quantity / Trade discount, if any 4) Delivery Schedules 5) Mode of Dispatch 6) Terms of Payment 7) GST Taxes applicable with rate Percentage

Dear Sirs,

You are requested to send your offer in duplicate for the following items through post or by **E-Mail**, as per the Terms & Conditions mentioned herein, in sealed envelope super scribed with Invitation to Tender No. & Due Date.

S. No	MATERIAL	Estimate Requirement		Delivery Required
	DESCRIPTION & SPECIFICATION	QTY.	UNIT	
1.	<b>Supply of Hard Disk Drive for Security CCTV – NVR Back up</b>  10 TB Portable Hard Disk Type: External Portable Connectivity: Wired Digital Storage Capacity (TB): 10 Interface: Type A USB On Site OEM Warranty (Years): 3	06	No's	<b>Within 30 days from the date of PO.</b>

Note: Please confirm whether you are MSME Unit or MSME Unit owned by SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines.

**PLEASE READ THE TERMS & CONDITIONS GIVEN OVERLEAF**

**1. SECURITY DEPOSIT:**

Security Deposit of 10% of PO Value shall be submitted by the successful bidder after placement of PO. In case of SD not submitted within 21 days from the date of Purchase Order, interest @ 12% p.a. shall be levied for the period of delay beyond 21 days.

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


Bidder is requested to submit the "Security Deposit" online through the below link:

<http://ebs.in/midhani/public/> or visit [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > SECURITY DEPOSIT – ONLINE PAYMENT

2. Offer your firm lowest prices, as price negotiations will not normally be held.
3. Envelopes shall be invariably superscribed with enquiry No. & Due Date.
4. Indicate your GST details along with HSN Code in your offer.
5. Validity of the offers shall be 90 days.
6. **Payment terms shall be within 30 days from the date of receipt & acceptance of the material.**
7. The price shall be quoted on F.O.R. Midhani basis including GST etc. (if applicable)
8. Tenders will be opened on the date & time indicated above in the presence of Tenderers who choose to be present.
9. SSI Units registered with NSIC will be extended benefits as per Government Guidelines subject to documentary evidence.
10. **Please adhere to delivery schedule strictly; extension of delivery period will be given only with imposition of liquidated damages.**
11. For any technical clarifications contact Shri. Gopinath G Vasudevan, Ph. No: 040 2418 4535, and for commercial clarifications contact Shri. Sujan Mondal, Dy. Manager (Purchase), Ph. No. 040-2418 4453.

Thanking you.

Yours faithfully,  
For MISHRA DHATU NIGAM LIMITED

  
Sujan Mondal  
Dy. Manager (Purchase)

**सुजन मंडल**  
**SUJAN MONDAL**  
उप प्रबंधक (क्रय)  
Deputy Manager (Purchase)  
मिधानि / हैदराबाद  
Midhani / HYDERABAD-500 058

## GENERAL TERMS AND CONDITIONS

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The Make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to IS will be preferred.
4. **PRICES**  
Price Basis: FOR Midhani, Hyderabad basis.  
The Prices must be per unit shown inclusive of packing forwarding insurance Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.
5. **TAXES AND DUTIES:**  
The Tenderer shall indicate the GST details along with the HSN Codes in the quotation.
6. **DELIVERY:** Within 30 days from the date of Purchase Order.
7. **TERMS OF PAYMENT:**  
100% Payment within 30 days after receipt and acceptance of the material at MIDHANI.
8. **WARRANTY/GUARANTEE:**  
The Supplier shall guarantee the Stores supplied in respect of good design, quality and workmanships for a period of 03 years from the date of supply.
9. **TO RECOVER LIQUIDATED DAMAGES:**  
In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
10. **RISK PURCHASE:**  
The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
11. **PACKING:**  
The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.
12. **VALIDITY:**  
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE OPENING OF QUOTATION.

**13. RIGHT OF ACCEPTANCE:**

THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.

**14. ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

**15. 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, Telangana, India.

**16. S.S.I. UNITS:**

If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish SSI Registration Certificate Copy along with the Tender. SSI Units seeking exemption from payment of EMD shall furnish necessary documentary proof to the satisfaction of the Purchaser in terms of Government Guidelines. However no exemption will be given for submission of Security Deposit as per the present guidelines.

- 17. MSME UNITS:** Please confirm whether you are MSME UNIT or MSME UNIT owned by SC/ST Entrepreneur. If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.

**18. SECURITY DEPOSIT:**

The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, Security Deposit of 10% value of Contract through online as the link given at first page or in the form of Bank Guarantee from (in our prescribed format at Annexure-IV) any Nationalized Bank or Scheduled Bank encashable in India. 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 Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the 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 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.

**19. ADDENDA TO TENDER DOCUMENTS:**

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

**20. QUERIES / CLARIFICATIONS:**

For any technical clarifications contact Shri. Gopinath G Vasudevan, Ph. No. 040-2418 4535 and for commercial clarifications contact Shri. Sujan Mondal, Dy. Mgr (Purchase), Ph No. 040-2418 4453.

**21. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:**

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

**22. LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:**

The 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.

**23. BANKRUPTCY ETC.:**

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

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

OR

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

**24. CANCELLATION / SHORT CLOSURE OF CONTRACT:**

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

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

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

**25. REJECTION:**

In case any material is rejected, the same has to be rectified / replaced by the supplier within 15 days from the date of intimation failing which Midhani shall not be responsible for any damages to the materials. The supplier would automatically forfeit the lien on material immediately after the above stipulated time.

26. **DEFINITIONS:**

**PURCHASER:**

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

**TENDERER:**

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

**CONTRACTOR:**

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

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