



MISHRA DHATU NIGAM LIMITED
 (Government of India Enterprise)
 PO - Kanchanbagh
 HYDERABAD - 500058, TELANGANA STATE, INDIA
 Ph. No. 040-2434 0143 / 2418 4654 /2418 4578 Fax: 040-24340764
 Website: www.midhani-india.in
 karavind@midhani-india.in / praavin@midhani-india.in

TENDER NOTICE

Tender Notice No. & Date : MDN/PUR/16213072/ADVT/453/21-22

Start of Issue of Tender Documents: 24th Mar 2022

Receipt of Tender on or before: 08TH Apr 2022 @ 1030 HRS

Opening of Tender Date: 08TH Apr 2022 @ 1035 HRS

Sl. No	MATERIAL Description & Specification	Estimated Requirement	
		QTY	Units
1.	Sodium Silicate as per Specification at Annexure - I (Mode of Submission of Tender: Refer Clause 35&36 of General Terms & Conditions for Indigenous sources)	150	Metric Ton

Specification & Delivery Required By	As per Annexure-I
General Terms and Conditions	As per Annexure-II
Procedure for Tender Submission	As per Annexure-III
Terms of Payment	100% Payment within 30 Days from the date of Receipt and acceptance of Material at MIDHANI.
Validity of the offer	The offer should be valid for a minimum period of 90 Days from the date of opening of tender.
Acceptance Criteria	As per Specification.

EARNEST MONEY DEPOSIT (EMD AMOUNT):- 60,000/-

The tenderer/bidder shall Upload signed Bidder Security Declaration.

EMD Exemption: Procurement under this bid is reserved for purchase from Micro and Small Enterprises, whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

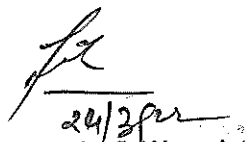
SECURITY DEPOSIT (SD): The successful tenderer/Bidder shall be required to furnish SD amount of 3% of purchase order value within 21 days from the date of Purchase Order.

For complete details, refer GENERAL TERMS AND CONDITIONS document clause No. 18

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

Note: If you are submitting Bank Guarantee (BG) in Place of SD, BG shall have a claim period of one year from the date of its expiry.

CONTACT DETAILS	<p>For any Technical Clarifications: Mrs.Sravanthi Chitikesi, Ph. 040-2418-4475.</p> <p>For Commercial and Tender Related Clarifications: Shri Pravin S Warad, Ph: 040-24184654/4449/4334 E-mail: praavin@midhani-india.in</p> <p>For Make In India & Vendor Registration Clarifications: Shri Raj Kumar(DGM-Purchase) Ph:040-2418 4578 Email: rajkumar@midhani-india.in.</p>
<p>Note:</p> <ol style="list-style-type: none">1. Please refer for complete specification, tender terms & conditions and other additional documents under work item section.2. MIDHANI Reserves the right to conduct discovery through OLSB or OLSB Submission, followed by RAP3. Payment shall be released only after filing of GSTR1 and GSTR3B including availability of invoices in GSTR2A of MIDHANI	


24/3/2024
प्रविण सं वारद / Praavin S Warad
उप महा प्रबंधक (क्रय)
Dy.General Manager (Purchase)

TECHNICAL SPECIFICATION:

Annexure - I

Sodium Silicate Liquid

Technical Specification
Na ₂ O : 13.8 - 14.5%
SiO ₂ : 29-31%
Fe ₂ O : <0.05%
Density: 50-52 BAUME Degrees
Sp. Gravity at 20 ^o C : 1.52-1.56
Molecular ratio of SiO ₂ /Na ₂ O shall be 2.00-2.20
Sodium Silicate shall be soluble in water at room temperature

Note:

1). Delivery Period: FOR MIDHANI.

Material to be supplied to Midhani Stores in tanker and will be collected by us in our drums. Material to be supplied within 5 days of intimation, in staggered deliveries as and when required.

2). Acceptance Criteria: Test Certificate shall be given for each supply by the party.

16



GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

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1. DEFINITIONS:**PURCHASER:**

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

TENDERER:

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

2. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry shall be deemed / to have read and understood the same.
3. **PRICE VARIATION:** Tenderers shall offer firm prices. No escalation of any kind whatsoever shall be allowed by the Purchaser under the Contract/Order.
4. 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
5. The offer should be complete in all respects. Full particulars and descriptive literature and drawings should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any, should be clearly indicated in the quotation. Test certificates must be produced, wherever required where stipulated samples should be forwarded along with the quotation. Material conforming to IS will be preferred.
6. **PRICE:** The prices must be unit shown inclusive of packing, forwarding, insurance, Octroi duty and delivery charges and should be on FOR destination basis. Offers from local suppliers should be for free delivery at our stores
7. **TAXES:** The Tenderer shall indicate their GST Registration Number in the quotation with HSN code and applicable rate.
8. **DELIVERY:** As per NIT
Preference will be given to ex-stock offer. Suppliers submitting offer on forward, delivery basis must indicate the earliest guaranteed delivery date by which the material will be dispatched/ delivered free at our stores from the date of receipt of order. Offers indicating terms such as 'EX-Stock' subject to prior sale, goods remaining unsold as early as possible will not be entertained. The date after the third day of issue or the order will be considered as the date of receipt of the order.
9. **RIGHT OF ACCEPTANCE:** The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the

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GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

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quantity offered. Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place order on the successful tenderer for an additional upto 100% of the original ordered quantity.

- 10. TERMS OF PAYMENT: As per NIT
- 11. INSPECTION: The Purchaser reserves the right to get the Stores inspected before commencement of supplier/ or on arrival at our factory by an inspecting officer authorized by the Purchaser. The Tenderer should be in a position show and/ or send samples of material on demand.
- 12. PACKING: The stores should be securely packed and properly marked to avoid loss or damage in transit by Rail /Road /Air.
- 13. TO RECOVER LIQUIDATED DAMAGES: In the event of unsatisfactory delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract price per week or part there of subject to a maximum of 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
- 14. RISK PURCHASE: The supply of all items must be completed satisfactory and within the specified period in the order failing which, the Purchaser reserves the right to purchase stores from other sources at the suppliers cost and risk.
- 15. GUARANTEE: The supplier shall guarantee the store supplied in respect of good design, quality and workmanships for a period of 12 months from the commissioning or 18 months from the date of supply whichever is earlier.
- 16. VALIDITY: The offer should be valid for a minimum period as per NIT from the opening of quotation.
- 17. Earnest Money Deposit (EMD): Tenderer/Bidder are required to furnish EMD of amount specified in tender (NIT) Through Online or in the form Bank Guarantee (BG) is acceptable.

MIDHANI Bank Details	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.

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

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GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

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- i. In Indian Currency – from a Nationalized Bank or Scheduled Bank encashable in India.
- ii. In Foreign Currency – from SBI, Frankfurt/ SBI, New York / any Nationalized Bank or Scheduled Bank encashable in India.
- iii. EMD Bank guarantee shall be valid for a period of 90 days.
- iv. Security Deposit Bank guarantee shall be valid till material is received and accepted at Midhani.

EMD Exemption:

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

EMD is exempted for Micro & Small Enterprises (MSEs) registered with DIC/NSIC/KVIC/Udyog Aadhar Memorandum (UAM) issued by MoMSME or any other body specified by Ministry of MSME.

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

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

Note:

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

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

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

18. **Security Deposit (SD):** The successful tenderer/Bidder shall be required to furnish SD as specified in tender (NIT) within 21 days from the date of Purchase Order. In case SD is not submitted within 21 days from the date of Purchase Order, interest @ 12% p.a. shall be levied for the period of delay beyond 21 days.

Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if PO is placed. Security Deposit shall be refundable after material is received and accepted.

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

19. **Make in India:**

In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments, notifications etc. issued by Govt. of India will be applicable for this tender.

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GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

Manual_Two_Cover_2021_0

20. ADDENDA TO TENDER DOCUMENTS:

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be uploaded on MIDHANI e-Procurement website. (<https://eprocuremidhani.nic.in/nicgep/app>)

21. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:

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

22. LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:

The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.

23. PRICE NEGOTIATIONS:

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

24. Loading in case of Commercial deviations: In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

25. ARBITRATION:

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

For Government Organisation/ PSU Organisation

“Arbitration Clause: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/ Port Trusts inter se and also between CPSEs and Govt. Dept. /Organisation (excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dt. 22.05.2018”

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GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

Manual_Two_Cover_2021_0

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

27. **BANKRUPTCY ETC.:**

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

Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

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

OR

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

28. **CANCELLATION / SHORT CLOSURE OF PURCHASE ORDER**

The purchaser may, without prejudice to any other remedy for breach of Purchase Order Terms by written notice of default sent to supplier, terminate the purchase order in whole or in part:

a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the purchase order, or any extension thereof granted by the Purchaser.

b) If the supplier fails to perform any other obligation under the purchase order within the period specified in the purchase order or any extension thereof granted by the purchaser.

c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances

29. **REJECTION :**

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

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

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GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

Manual_Two_Cover_2021_0

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

31. COUNTERFEIT PARTS:

MIDHANI requires its supplier to take steps to eliminate the counterfeit (or) suspect counterfeit materials/ parts/ components. We define Counterfeit work as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an authentic, unmodified material/ parts/ component from the original manufacturer. Unlawful or unauthorized substitution includes used items represented as new or the false identification of Grade, Serial number / Heat number, Lot number and date code or performance characteristics/Test certificate/Coc / CoA. Suppliers of raw materials/ parts/ components are used fulfilling Purchase orders of MIDHANI LTD. Distributors shall only purchase materials/ components directly from original manufacturers.

32. TRADE PRACTICES:

Supplier will, at all times, refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licences, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Supplier shall ensure that its employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety, and
- Their contribution to the importance of ethical behaviour.

33. Packaging:

Packaging to be done with bio degradable material to the extent possible. Supplier should ensure Safe packaging avoiding sharp edges.

34. QUERIES / CLARIFICATIONS:

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

Pravin Sambappa Warad, DGM (Purchase)

Mishra Dhatu Nigam Limited

PO – Kanchanbagh,

HYDERABAD - 500058, Telangana, INDIA

Email: praavin@midhani-india.in & Ph No: 040 2418 4654 / 4578 / 4449

For Make In India & Vendor Registration Clarifications:

Shri Raj Kumar(DGM-Purchase) Ph:040-2418 4578

Email: rajkumar@midhani-india.in.

Dy. General Manager (Purchase)

Email: praavin@midhani-india.in

Ph No: 040 2418 4654 / 4449

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS SOURCES

Manual_Two_Cover_2021_0

35 SUBMISSION OF TENDER:

Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribe our Tender Number and due date.

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered

36 MODE OF SUBMISSION OF TENDER:

Tenders shall be submitted as per the procedure indicated at Annexure.

Tenderers are required to submit their tenders in two parts, namely:

1. Part I: Techno-commercial Bid (un-priced) with EMD/IP (As Applicable).
2. Part II: Price Bid.

Techno-commercial (Un-priced) Bid: (Envelope No.1), detailed technical specifications should be furnished along with catalogue / literature of original manufacturer and submitted separately superscribed as "Techno-commercial Bid" (un-priced) including Commercial conditions indicating the tender No. & due date of opening duly sealed and kept in Envelope No.1.

Price Bid: (Envelope No.2), the priced offer / quotation should be submitted separately superscribed as "Price Bid" (envelope no.2) indicating the Tender No. & Due Date of opening duly sealed and kept in Envelope No.2.

All the two Envelopes should be kept in envelope No. 3 and which also should be superscribed with the tender No. & date of opening. The above is further explained in greater detail in Annexure - II.

Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily rejected.

37 TENDER OPENING:

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

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

B) PRICE BIDS:

PRICE Bids of technically acceptable tenders' shall be opened after the Techno-commercial bids evaluation and after receipt of clarifications, if any, in the presence of tenderers or their authorized representatives who choose to be present at the time and date which will be informed to the tenderers concerned in advance.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

Dy. General Manager (Purchase)
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10

11

12

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

ENVELOPE NO.1:

PART – I “TECHNO- COMMERCIAL BID”

ENQUIRY NO. MDN/PUR/16213072/ADVT/453/21-22
DATE: 04.03.2022
DUE DATE : 25.03.2022 AT 10:30 HRS.

To,
GM (COMMERCIAL)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II “PRICE BID”

ENQUIRY NO. MDN/PUR/16213072/ADVT/453/21-22
DATE: 04.03.2022

To,
GM (COMMERCIAL)
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/16213072/ADVT/453/21-22
DATE: 04.03.2022
DUE DATE : 25.03.2022 AT 10:30 HRS.

CONTENTS:

1) TECHNO-COMMERCIAL BID
2) PRICE BID

To,
GM (COMMERCIAL)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058.

NAME OF THE TENDERER:

