

**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), 24184348/24184578, Fax: 040 – 24340764****e-Mail ID: [diptimoy.mohanty@midhani-india.in](mailto:diptimoy.mohanty@midhani-india.in), [rajkumar@midhani-india.in](mailto:rajkumar@midhani-india.in),****website: [www.midhani-india.in](http://www.midhani-india.in)****Tender Notice No.: MDN/PUR/04251063/RM/EADV/533/25-26, Date: 06-01-2026****Start of Issue of Tender Documents: 06<sup>th</sup> JAN 2026 at 17.00 Hrs. IST****Receipt of Tender on or before: 20<sup>th</sup> JAN 2026 at 11.00 Hrs. IST****Opening of Tender Date: 21<sup>st</sup> JAN 2026 at 11.00 Hrs. IST**

Sl. No	MATERIAL	Estimated Requirement	
	DESCRIPTION & SPECIFICATION	Unit	Qty
1.	<b>MOLYBDENUM METAL UNWROUGHT</b> (DETAILS AS PER ANNEXURE-I) Quantity tolerance: +/- 2%	<b>50</b>	<b>MT</b>

**List of Tender Documents:-**

S. No	Document Description
	<b>Notice Invitation to Tender (NIT)</b>
<b>Annexure I</b>	<b>Technical Specifications</b>
	<b>Check list for submission of compulsory information and documents against the tender &amp; Bank details for submission of EMD / SD</b>
<b>Annexure II</b>	<b>General Terms and Conditions</b>
<b>Annexure II (a)</b>	<b>Terms and Conditions for Indigenous Bidders</b>
<b>Annexure II (b)</b>	<b>Terms and Conditions for Import Bidders</b>
<b>Appendix 2 to Annexure II</b>	<b>Restrictions Under Rule 144 (xi) of GFR, 2017 issued by Dept of Expenditure, Ministry of Finance, GOI order no. F.7/10/2021-PPD(1) dated 23.02.2023.</b>
<b>Annexure III</b>	<b>E-Auction Terms and Conditions</b>
<b>Annexure IV</b>	<b>Bank Guarantee Format</b>
<b>Annexure V</b>	<b>Eligibility Criteria</b>
<b>Annexure VI</b>	<b>GST Clause for Tender</b>
<b>Annexure VII</b>	<b>Pre-Contract Integrity pact Along with Undertaking</b>
<b>Annexure VIII</b>	<b>LC</b>

For MISHRA DHATU NIGAM LIMITED,

Sd/-  
AGM (MATERIALS)

**TECHNICAL SPECIFICATION of MOLYBDENUM METAL361 PELLETS/STICKS****ASTM B387-10****1.0 SPECIFICATION**

Molybdenum	Balance	Ni	0.03% max	Oxygen	0.05 % max
Fe	0.10% max	Nitrogen	0.002 % max	Carbon	0.01% max
Size:	1. Maximum of 35mm dia./square sintered bars with maximum length of 500 mm 2. Maximum 35 mm square sintered pellets with thickness of 20mm 3. Powder is not acceptable				

2. Bidder need to indicate OEM names/source of supply and shall submit the TC of OEM for the offered product / material along with all the above said elements.
3. In case of placement of Purchase Order, total material supplies of the PO shall be from the same OEM / Source.
4. Before shipment of the material, the vendor / manufacturer shall furnish the TEST CERTIFICATES of the material and their Lots / Batches, offered to MIDHANI
5. Only the above offered material shall be shipped to MIDHANI, after obtaining the approval from MIDHANI.

**6. Delivery schedule:****FOB PORT OF LOADING**

- 10MT within 30 days from the date of PO
- 10 MT in between 60 to 70 days from the date of PO
- 10 MT in between 90 to 100 days from the date of PO
- 10 MT in between 130 to 140 days from the date of PO
- 10 MT in between 150 to 180 days from the date of PO

**CIF NHAVASHEVA**

- 10 MT within 60 days from the date of PO
- 10 MT in between 90 to 100 days from the date of PO
- 10 MT in between 120 to 130 days from the date of PO
- 10 MT in between 140 to 150 days from the date of PO
- 10 MT in between 160 to 190 days from the date of PO

**FOR MIDHANI**

- 10 MT within 70 days from the date of PO
- 10 MT in between 100 to 110 days from the date of PO
- 10 MT in between 130 to 140 days from the date of PO
- 10 MT in between 160 to 180 days from the date of PO

- 10 MT in between 170 to 190 days from the date of PO

**Note: The above Delivery schedule shall be changed (preponed / postponed) with mutual consent based on Midhani requirement**

- 7 Quantity Tolerance: 50 MT  $\pm$  2 %.
- 8 Packing: 200/250/500 kgs packed in sealed steel drum. The drum after packing shall be properly sealed with hard plastic tags.
- 9 Test certificate (in duplicate/photo copy) shall be put in drum No:1 of each batch or lot.
- 10 Every drum should have proper identification labels /markings in the body of the drum and Lid
 

1. Name of the manufacturer	2. PO number	3. Material descriptions
4. Lot No/Batch No	5. Drum No	6. Net weight
7. Gross weight.		
11. Acceptance criteria: As per QA document (Chemical composition as per QA document shall be tested by QC at MIDHANI).
12. **ORDER SPLIT: MIDHANI RESERVES THE RIGHT TO SPLIT TOTAL ORDER QUANTITY INTO 70% TO L1 AND 30% TO L2, IF L2 ACCEPT TO MEET L1 PRICE.**

**IMPORTANT NOTE:**

1. **MIDHANI reserves the right to split the ORDER QUANTITY in between L1 AND L2 on 70:30 RATIO** i.e., 70% to L1 and 30 % to L2 , if L2 meets L1 price. During order split, one full container load will be considered.
2. **REPEAT ORDER:** The Purchaser may issue Repeat Order increasing the quantity upto 100% of original Purchase Order quantity with two years from the date of Original Purchase Order and completion of Original Purchase Order supplies, subject to no downward trend in prices by giving reasonable time / notice to the Supplier.
3. **OPTION CLAUSE:** The Purchaser may issue amendment to increase the quantity upto 50% of the ordered quantity on the same price and terms and conditions with mutual consent during the currency of the contract i.e., till final delivery date / extended delivery date, by giving reasonable time / notice to the supplier.

**CHECK LIST FOR SUBMISSION OF COMPULSORY INFORMATION AND DOCUMENTS AGAINST THE TENDER:**

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

**II) Tenders received without the below documents & details are liable to be rejected.**

S.No	Description	Comply (Yes/No)	If not complied / documents not submitted, please furnish the reasons
1	Detailed specification and Chemical composition of the offered product		
2	Quantity offered		
3	Manufacturer's Name & Address		
4	Manufacturer (OM) Test Certificate		
5	Documents required for Eligibility Criteria		
	i. Purchase Order / Contract along with Delivery Challan/Invoice/ Bill of Lading (as applicable) copy mentioning the Purchase Order / Contract number as proof of supply.		
	ii. Test Certificate of the previous supplies to verify whether the previous supplies are with same Technical specification (or) higher as of the tender.		
6	Delivery Schedule as per tender		
7	Signed copy of Technical Specification i.e., Annexure-I to tender		
8	Validity period of the offer as per tender i.e., 30 days from the date of tender opening as on the due date (or) as on the extended due date of tender opening		
9	Price Basis		
10	EMD		
11	Signed Integrity Pact		
12	Terms of Payment as per tender		
	i. Within 30 days from the date of receipt and acceptance of material in MIDHANI. (For both Indigenous& Import bidders)		
	ii. Through Irrevocable Letter of Credit, 30% payable against shipping documents as per tender and 70% payable against acceptance documents as per tender. (For Import bidder)		
	iii. Through CAD/Telegraphic Transfer, 30% payable against shipping documents as per tender and 70% payable against acceptance documents as per tender. (For Import bidder)		

13	Country of Origin (COO) of goods		
14	Port of loading for FOB supplies. (For Import Offers)		
15	Tariff Head Under H.S (Harmonised System)/Custom duty tariff code: HSN code 81029400, MOLYBDENUM METAL UNWROUGHT		
16	GST number and applicable rate (For Indigenous bidder)		
17	Submission of Bank details on supplier's letter-head with signature		
18	Submission of Make-In-India (MII) declaration indicating the % of value addition and place of value addition in INDIA as per tender (For Indigenous bidder). Bidder has to indicate the DETAILS of value addition being done in INDIA.		
19	Un-conditional acceptance to Terms and conditions of the tender		
20	Any other remarks related to this tender please specify in your offer		

**Note:**

- 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.

**MIDHANI Bank details for submission of EMD/SD are:**

<b>MIDHANI Bank 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	: HDFC00000021
	MICR Code	: 500240002
	SWIFT Code	: HDFCINBBHYD
	Type	: Current account.

Please e-mail the online payment transaction details with proof of payment indicating GeM tender reference to [booksection@midhani-india.in](mailto:booksection@midhani-india.in), [vankayala.prasanth@midhani-india.in](mailto:vankayala.prasanth@midhani-india.in), [diptimoy.mohanty@midhani-india.in](mailto:diptimoy.mohanty@midhani-india.in)

**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 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. **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 (As applicable):** **As per Annexure – I.**
6. **EARNEST MONEY DEPOSIT:**  
The tender must be accompanied by an **EMD amount of INR 15,00,000/- or USD 16617** through online (as per Bank details indicated in Annexure – I) Or Bank Guarantee as per format enclosed from a Scheduled Bank encashable in Hyderabad, India with validity till **90 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 and Original Raw Material Manufacturers only if they participate directly in this Tender.**

**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, **5% of Purchase Order 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. In case the supplies are completed within 21 Days and the same are subsequently accepted by MIDHANI, no SD or Interest shall be applicable.

The Security Deposit of above amount shall be submitted on placement of order, through online. 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.

In case of Off-Loading, amount shall be submitted within 10 days from the collection of the material corresponding to the contract value for the quantities of material issued and the SD shall be returned after processed material is supplied and accepted by MIDHANI. Interest @ 12% p.a. shall be levied for the period of delay beyond 10 days.

**Note: SD is exempted for Original Raw Material Manufacturers who participate directly in this Tender.**

**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 Hyderabad and in our prescribed formats only.
  - b. Bank Guarantees (SD/Advances/PBG) shall have an additional claim period which is contractually agreed between the applicant and beneficiary as per their operational necessity, **IN GENERAL** three months from the date of expiry.
9. Purchase Preference under 'Make in India' Programme as per attached Make in India Order and Notifications issued and amended from time to time shall be provided to all Local suppliers.
10. **MSE (MICRO AND SMALL ENTERPRISES):**  
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.

If Tenderer happens to be a MSE as per Government Guidelines, necessary benefits in line with Government Guidelines issued from time to time shall be provided on submission of valid documentary proof to the satisfaction of the Purchaser. In case organization is an MSE Unit owned by SC/ST Entrepreneur or owned by Women Entrepreneur, submit valid documentary proof for extending benefits as per Government guidelines. Benefits include

- i) EMD is exempted for Micro & Small Enterprises (MSEs) registered with Competent Authorities as per Latest Government Guidelines issued from time to time. Note: Presently, Udhyam Registration is required to be submitted to consider under MSEs. Existing Enterprises registered as MSEs (Without Udhyam Registration) prior to June 30, 2020 shall continue to be valid only for a period up to March 31, 2021.
  - ii) Purchase Preference to MSE's shall be provided as given below.
    - a) In tenders, participating Micro and Small Enterprises quoting price within price band of L1+ 15 percent shall also be allowed to supply at least 25% requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
    - b) In case of tender item is non-divisible and if Micro and Small Enterprises quoted price is within the price band L1+15% shall be allowed to supply total tender requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise.
  - iii) "Vendors to intimate the value of Goods & Services which are sub contracted by them from the MSE's if any, pertaining to the ordered item(s)".
  - iv) The benefits mentioned above are meant for procurement of goods produced and services rendered by MSE's. Traders are excluded from availing these benefits
11. Start ups as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD)
12. **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: \_\_\_\_\_ Commercial/Financial Queries: \_\_\_\_\_  
Name: Sri. J Kiran Kumar (DGM, RM Plan) Name: Diptimoy Mohanty  
Email id: [kiran.jadala@midhani-india.in](mailto:kiran.jadala@midhani-india.in) Email id: [diptimoy.mohanty@midhani-india.in](mailto:diptimoy.mohanty@midhani-india.in)  
Ph:040-2418 4348
13. **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.
14. **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 India International Arbitration centre (IIAC) Arbitration Rules. The authority to appoint the arbitrator(s) shall be the India International Arbitration centre (IIAC). And will provide administrative services in accordance with IIAC Arbitration Rules. 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. 05/0003/2019-FTS-10937 dated 14th December, 2022 or the latest DPE Guidelines issued from time to time.

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, India.

16. **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 through Tendering (excluding that particular firm who failed to execute the supplies) 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.

17. **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.

18. **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.

19. **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.

20. **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. The purchaser reserves the right to place repeat order upto 100% of the quantities within two years from the date of Original order and completion of original order supplies, with mutual consent.

21. **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 thereof subject to a maximum 10% of the order/contract prices inclusive of all taxes & duties except GST 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.

For FOB/FCA shipments (IMPORT), the date of handing over of the shipment to freight forwarder of MIDHANI / freight forwarder nominated by MIDHANI Customs Housing Agent (CHA) would be considered for delivery schedule and for LD calculation. For CIF shipments (IMPORT), the date of IGM filing at Nhavasheva port would be considered for delivery schedule and for LD calculation.

22. **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) MIDHANI reserves the right to short-close the Purchase Order for the total quantity (or) part thereof, under the circumstances viz., breach of trust/ breach of contract conditions, impossibility of performance, change in market conditions, change in production plan, change in specification, cancellation of order by customer/end-user etc.,

23. **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.

24. **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.

25. **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.

26. 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.

27. **Exchange Rate for Bid evaluation:** For bid evaluation purposes the Exchange rate for the foreign currencies shall be considered as on price bid opening date for bid evaluation and comparison purpose. Exchange rate shall be taken from the website of RBI/FBIL.

28. **Pre-Despatch Inspect (PDI) wherever applicable:** Pre-Dispatch Inspection shall be conducted as indicated in the Technical Specifications and Materials to be dispatched after obtaining the Dispatch Clearance from MIDHANI. Bidders to provide 10 days for PDI in all indigenous cases (supplier to give a minimum of ten days' notice) and Four weeks for all Foreign supply cases (supplier to give a minimum of four weeks' notice to take care of formalities associated with foreign travel). Time taken by MIDHANI in excess of the defined time lines shall be considered as delay on the part of MIDHANI while calculating Liquidated Damages.

29. **Splitting of Order:** As per Annexure - I.

30. **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.

31. **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.

32. **FORCE MAJEURE:**

If at any time during the continuance of this Contract, the performance in whole or in part, neither party shall be liable of performance under this Contract, any obligations under the Contract of any party is prevented or delayed due to

reasons beyond such party's control, including but not limited to acts of God, fire, flood, earthquake other natural catastrophes, any law, order, regulation, direction, action of any civil or military authority, national emergencies, insurrections, riots, war (whether declared or not), hostility, acts of the public or enemy, civil commotion, sabotage, explosion epidemic, quarantine restrictions, strikes and lock-outs, work stoppage or other labour difficulties, absence of the usual means of communication or transportation (hereinafter referred to as 'eventuality') provided however the party to which the force majeure has happened shall use commercially reasonable efforts to eliminate such an event.

Force majeure shall also be deemed in the event of any regulatory decision or government order requiring the either party to suspend its service(s) or operation(s) for any reasons whatsoever. Notice of the happening of any such eventuality or force majeure as mentioned herein shall be given by either party to the other within fifteen (15) days from the date of the occurrence thereof along with supporting proof of the occurrence of the Force Majeure event , neither party shall, by reason of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Purchaser as to whether the work has been so resumed shall be final and conclusive.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance it prevented, hindered or delayed. The time for completion shall be extended by number of days the party giving notice was prevented from performing his obligation due to Force Majeure, in accordance with Clause 27 hereof.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months, both the parties shall consult each other regarding the further implementation of the Contract, provided always that, if no mutually agreed arrangement is arrived at within a period within three (3) months from the expiry of the six (6) months referred to above, the Contract shall be deemed to have expired at the end of the said six (6) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

**33. REPEAT ORDER:**

The Purchaser may issue Repeat Order increasing the quantity upto 100% of original Purchase Order quantity with two years from the date of Original Purchase Order and completion of Original Purchase Order supplies, subject to no downward trend in prices by giving reasonable time / notice to the Supplier.

**34. OPTION CLAUSE:**

The Purchaser may issue amendment to increase the quantity upto 50% of the ordered quantity on the same price and terms and conditions with mutual consent during the currency of the contract i.e., till final delivery date / extended delivery date, by giving reasonable time / notice to the supplier.

**TERMS AND CONDITIONS FOR INDIGENOUS OFFERS**

**1. PRICE BID FORMAT:**

Prices shall be quoted ONLY as per BOQ format.

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. TERMS OF PAYMENT for Indigenous Offers:**

**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.

**Note:** Payment shall be released only after filing of GSTR1 and GSTR3B including availability of invoices in GSTR2A of MIDHANI.

**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 as per BOQ format.**

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 issued by Chamber of Commerce.**
- 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: (30,70)**

**A. Supply:** Through Irrevocable Letter of Credit/CAD/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. Union Bank of India, 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 issued by Chamber of Commerce – 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.

- 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 price bid opening date for bid evaluation and comparison purpose. Exchange rate shall be taken from the website of RBI/FBIL.
- 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 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 only.

**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. 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**

Restrictions Under Rule 144(xi) of GFR, 2017 issued by Dept of Expenditure, Ministry of Finance, GOI order no. F.7/10/2021-PPD(1) dated 23.02.2023 are applicable. OM copy is attached.

Requirement of Registration as per clause no. 2 of order no. F.7/10/2021-PPD(1) dated 23.02.2023 is mandatory and bidder shall submit the supporting documents in this regard.

Evidence of valid registration by the Competent Authority shall be attached as applicable.

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**Annexure III (a)**

**TERMS AND CONDITIONS AND INSTRUCTIONS TO THE TENDERER FOR  
ONLINE SUBMISSION OF QUOTATION**

1. Tenders are invited on-line on the website <http://eprocuremidhani.nic.in> from the eligible bidders having Class III, Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. For Digital Signature Certificate (DSC) issuer details, please refer [www.cca.gov.in](http://www.cca.gov.in) website, FAQ- How do I get a Digital Signature Certificate (DSC)?. The bidders have to get themselves registered online on the e-Procurement portal <http://eprocuremidhani.gov.in> with the class III DSC. The online Registration of the Bidders on the portal will be free of cost and one time activity only.
2. The Tender has to be submitted in TWO BID SYSTEM failing which the tender will be liable for rejection. All technical matters, Testimonials, credentials, commercial conditions has to be mentioned in Cover-I i.e. Technical Bid and Price has to be mentioned in Cover-II i.e. Price Bid (BOQ). (Note: The other commercial terms & conditions of your quotation/offer should be mentioned separately in ATC (Agreed Terms and Condition) which will be downloaded and upload the same in cover I). All bids are to be submitted on-line on the website <http://eprocuremidhani.gov.in> No bid shall be accepted off-line.
3. No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate the applicable taxes and duties amount.
4. **Technical Specification:** Technical Specification containing the technical parameters for tendered item will be in PDF format and will be downloaded by the bidder and he will furnish all the required information in PDF file. Thereafter, the bidder will upload specification of the quoted item in PDF file during bid submission. Non-compliance of any one specification parameter of the item will disqualify the bidder in that item. The Technical specification which is incomplete and not submitted as per instruction given above will be rejected.
5. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in respective folder. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction will be rejected.
6. The "General Terms & Conditions" as mentioned in the NIT shall form an integral part of the NIT and will also form a part of the Orders placed against this tender.
7. Clarification of Bid (wherever applicable): The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. However, the management will clarify as far as possible the relevant queries. The clarifications given by the department will be visible to all the bidders or only the bidder who raised the clarification query, intending to participate in the tender.

8. Submission of Bid: The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.
9. In case the Tender Committee finds that there is some error/omission in scanning & uploading the Technical Cover document by a bidder, the same will be specified on-line under shortfall documents by Evaluator normally within short duration of Technical-bid (Part-I) opening/through an email to the specified email id, indicating the start date and end date giving specific time for on-line submission by bidder. The bidder will get the intimation about this through a standard system generated e-mail and will re-upload the same within specified period. No additional time will be allowed for on-line submission of document.
10. Modification and Withdrawal of Bid: The bidder may modify and resubmit the bid on-line as many times as he/she may wish, only before the deadline of submission of tender.

11. The destination point for delivery of materials will be as follows:

Item Sl. No.	Quantity	Consignee	Destination Point (Place of delivery of materials)
All Items	Full Quantity	Addl. Genl. Manager (Stores) Mishra Dhatu Nigam Limited PO - Kanchanbagh HYDERABAD - 500058, Telangana, INDIA	Addl. Genl. Manager (Stores) Mishra Dhatu Nigam Limited Central Stores PO - Kanchanbagh, HYDERABAD - 500058, Telangana, INDIA

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee. The bidders should quote their unit rate on FOR (Free on Road/Rail) destination basis in a specified format containing the breakup of applicable taxes and duties, freight, insurance and other components of the price in absolute value along with the basic price of each item. The L1 bidder will be decided by the system on the basis of landed price inclusive of all taxes and duties as applicable and tax credits for each item. It will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements, as given by the bidders on-line. Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder. Bidders are requested to indicate Taxes separately in the BOQ wherever applicable.

12. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
13. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also Purchase Order shall be sent by email/registered/speed post by the employer prior to

expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard on-line.

14. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
15. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, MIDHANI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
16. One Bid per Bidder: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **e- TENDER CUM AUCTION NOTICE**

1. Tenders are invited on-line on the website <https://eprocuremidhani.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority(CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

<b>Start Date &amp;time of Reverse Action</b>	Information regarding start Date & Time of Reverse Auction shall be sent by system generated e-mail and SMS, but it shall be bidder's responsibility to check the MIDHANI e-Procurement portal after Bid Opening Date & Time to get the latest status/information regarding start Date & Time of Reverse Auction.
<b>Tender-cum-auction:</b>	After opening of bid, the system will show lowest F.O.R. Destination rate. The auction (reverse) shall be created for the tender, after opening of price bid. The auction(reverse) will be available to participant to participate with initial L-1 rate.

### **General guidelines and Process Flow for Tender cum Auction:**

General guidelines and Process Flow for Tender cum Auction, if applicable are as under:-

- Reverse Auction will be initiated after opening of price bids, as specified by Tender Inviting Authority (TIA) as detailed above.
- There will be no participation fees for e-Reverse auction.
- Upon opening of the price bids, a reverse auction platform will be created, displaying only the item wise L1 price received.
- L-1 Landed price/cost to the company will be the start bid price for tendered Goods. The BOQ shall be designed taken into consideration Tax Credits as applicable, so that it is reflected in the landed price.**
- The L1 price/start bid price is Landed / cost to the company price / estimated value, whichever is low on which the auction will be initiated. At the end of reverse auction, the L1 bidder shall have to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.**
- The L-1 Bidder after the reverse auction has to upload the breakup of Landed Price in the shortfall document. The detailed breakup of offered landed price uploaded by the bidder shall be considered and order if placed shall be with the same breakup of prices. The L-1 bidder after reverse auction will be responsible to ensure that Landed rate as per the breakup of prices provided by them after the reverse auction & L-1 landed rate offered by them in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and it will attract penal action. While giving breakup, the bidder will have to consider the same rate of taxes and duties as quoted while submitting the e-Price bid. In case the L-1 bidder fails to submit the breakup of landed price within 02 days, MIDHANI shall be at liberty to place order on the basis of breakup of the e-price bid submitted by the bidder along with the initial offer and same shall be binding on the bidder.
- The decrement value will be upto 1% of the start bid price rounded off to the nearest Rupee. The reduction shall have to be made as per decrement value or in multiple thereof. However, the decrement value may be modified with due approval of competent authority depending upon value of item proposed for tendering.

h) Initial period of reverse auction will be two hours (Start date & time of auction shall be intimated online after opening of Bid). There will be auto extensions of time every time by ten minutes (or any other time decided to be set which should not be less than ten minutes) in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the set time slot.

i) System protects bid and bidder information till auction gets over and displays current L1 price only to the bidder.

j) System provides bidder details along with bid documents at the end of reverse auction process.

k) The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

l) If a bidder does not submit their bid in the Reverse Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.

m) Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.

n) MIDHANI will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Landed Cost to MIDHANI" by the vendor, like packing & forwarding charges, Taxes and duties, freight charges, Insurance, Service tax for services etc., to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.

o) The bid history shall reflect only the landed price. The landed price may also not be the same for two bidders even if any bidder makes such an attempt.

p) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.

q) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

r) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by MIDHANI will form a binding contract between MIDHANI and the bidder for entering into a contract.

s) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered except L-1 bidder.

t) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable or it is decided otherwise, management may not accept such bid and go for another tendering process.

u) In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices

quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

v) Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

**2. In no case, Bidder can increase their initial offer price during Reverse Auction. In such case MIDHANI has right to consider the initial offer price only at the time of release of Purchase Order (or) MIDHANI has right to cancel the tender.**

**3. Reverse Auction shall be conducted on the lowest landed cost and shall start from the RA Start Price (given by NIC system). Post Techno-Commercial evaluation, MIDHANI Purchase department will forward the bidder-wise Landed cost calculation sheets as per point no.4 of BOQ to all Techno-Commercially eligible bidders through e-mail. Based on the calculation sheets sent by MIDHANI (e-mail), bidders shall participate in RA.**

## **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 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. Our liability is limited to a sum not exceeding Rs ..... unless a claim is made on us in writing on or before ..... (claim period which is contractually agreed between the applicant and beneficiary as per their operational necessity in general 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. TECHNICAL EXPERIENCE:**

*Offers shall be considered subject to fulfilling of the eligibility criteria as below:*

Criteria	Supporting documents
<b>Supply experience:</b> Bidder (Original Manufacturer or their authorized agent/dealer/distributor/representative etc.) or their OM, should have supplied similar raw material* in previous five (5) years, prior to the date of tender, for atleast 20% of the tendered quantity (in single or multiple supply orders).	Purchase Order (or) Contract along with Delivery Challan/Invoice/e-waybill copy mentioning the Purchase Order/Contract number as proof of supply. <i>In case of Foreign vendor, Bill of Lading (B/L) document as a proof of previous supply experience shall be submitted along with PO / Contract in place of Delivery Challan.</i>

(\*)

(a) Similar Raw materials include material with same Technical Specification (or) higher as of the Tender.

(b) In case Bidder is unable to submit the supporting documents exactly matching MIDHANI tendered specification i.e., where composition of minor / trace / gas elements is not available, bidder shall submit the supporting documents with material purity of the main element upto 5%.

For example, if the tendered item is pure Nickel metal of 99.9% minimum Nickel then the bidder can submit the past supplies upto 94.9% minimum in the main element.

(c) In case if bidder is submitting the supporting document as per (b) above, bidder's confirmation for supply of tendered Raw material as per tendered specification shall be submitted along with Techno-Commercial bid. Quotations received without these documents are liable for rejection.

**2. Submission of Original Manufacturer (OM) Test Certificate:** Bidder need to indicate OM names / Sources of Supply and shall submit the TC of OM for the offered product / material with all the elements along with quotation. (or) In case of non-submission of OM TC with all the above elements, bidder confirmation to supply the material as per MIDHANI tender specification shall be obtained by Purchase department.

**GST CLAUSE FOR TENDER**

**Note to Suppliers regarding Invoice and related payment conditions:**

1. The GST invoice to be submitted by supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
2. Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
3. Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
4. Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
5. If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
6. If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
7. In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

**TO BE PRINTED ON LETTER HEAD**

**To whomsoever, it may concern.**

We M/s. .... having PAN ..... and GSTIN Registration Number ..... hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for the previous financial year does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law").

Further, we also undertake that if the aggregate turnover of M/s. .... exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).

I/We .....acting on behalf of (Company name) ..... in the capacity of (designation) ..... and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

**LEGAL NAME :**

**TRADE NAME :**

**TAX PAYER TYPE :**Regular

Thanking you.

Yours Truly,  
For M/s.....

Authorized SignatoryName:  
Designation:  
Stamp:

**Annexure-B**

**TO BE PRINTED ON LETTER HEAD**

**To whomsoever, it may concern.**

We M/s. .... having PAN ..... and GSTIN Registration Number ..... hereby confirm that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) was not more than prescribed limit for Quarterly filing and we are anticipating that turnover for the Current Financial year also will be within the prescribed limit. Hence, we opt to file GSTR-1 and GSTR-3B returns on a Quarterly basis for the Financial year 2020-2021 (January 2021 onwards). We are hereby agreeing to file GSTR-1 and GSTR-3B on or before due dates as per provisions of GST Act and Rules thereunder. In case we revise option / required to file GSTR-1 and GSTR-3B on monthly basis, same will be intimated immediately and complied with.

Further, we also undertake that if the aggregate turnover of M/s. .... exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall file returns compliance with the provisions of GST Act or rules made thereunder.

I/We ..... acting on behalf of (Company name) ..... in the capacity of (designation) ..... and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to breach on our part of this declaration.

Our GST details as per GST Registration certificate are as below:

**LEGAL NAME** :

**TRADE NAME** :

Thanking you.

Yours Truly,  
For M/s.....

(Authorized Signatory)

Name:  
Designation:  
Stamp: