

## MISHRA DHATU NIGAM LIMITED

A Govt. of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058, India

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

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Website: [www.midhani.com](http://www.midhani.com)

**Tender Notice No:** MDN/PUR/0461093/RM/ADVT/039/2017-18

Date: 17<sup>th</sup> May 2017

Issue of Tender Documents up to : 15<sup>th</sup> Jun 2017 @ 17.00 Hrs.

Receipt of Tender on or before : 16<sup>th</sup> Jun 2017 @ 10:30 Hrs.

Opening of Tender Date : 16<sup>th</sup> Jun 2017 @ 11:00 Hrs.

Supply of "Nickel Oxide Sinter 75" as per MIDHANI Specification

### List of Tender documents

		<u>Pages</u>
1. Technical Specification	- Annexure-I	03
2. Procedure to be followed	- Annexure-II	01
3. General Terms & Conditions for Indigenous Sources	- Annexure-III	05
4. General Terms & Conditions for Import Offers	- Annexure-IV	05
5. Bank Guarantee format for Earnest Money Deposit (EMD)	- Annexure-V	02
6. Bank Guarantee for Security Deposit (SD)	- Annexure-VI	02

**NOTE: Any CORRIGENDUM / CHANGE will be uploaded on MIDHANI website.**

**TECHNICAL SPECIFICATION****CHEMICAL COMPOSITION:**

Ni	=	75% min	Cu	=	1.0% max
P	=	0.002%max	Fe	=	0.6% max
Co	=	1.5%max	S	=	0.01%max
O <sub>2</sub>	=	Bal			

1. Tenderer must furnish typical chemical composition of all the above elements in material along with offer.
2. Test Certificate indicating all the above elements to be submitted along with the supply.
3. Incomplete offer will not be considered.
4. Packing: 200/250/500KG packed in sealed steel drum.

**NOTE: Offer Received from OEM/Authorized distributor shall only be considered.**

**Total Quantity – 1000 KG**

**Shipment Schedule –**

- 1) For Indigenous supply : 1000 KG within 45 days from the date of Purchase Order.
- 2) For FOB (import) supply: 1000 KG within 30 days from the date of Purchase Order.

**Acceptance Criteria:** As per QA document. (Chemical composition as per QA document shall be tested by QC at MIDHANI)

**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)

**All Indian Bidders are requested to Submit the “ Tender Fee & EMD “ online through the below Link: <http://ebs.in/midhani/public/> or visit Midhani website [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > **TENDER FEE, EMD FEE(EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT - ONLINE PAYMENT****

**Tender Fee (Non-Refundable)** – Rs 1000/- or USD 20/- in the form of DD through scheduled bank payable at Hyderabad or through RTGS details given below:  
However, proof and details of online payment to be enclosed along with Techno-Commercial bid.

**EMD** – All bidders shall submit an EMD amount of Rs 35,000/- or USD 525/-

If EMD not found enclosed along with Techno-Commercial bid, such offers are liable for rejection. The EMD of unsuccessful tenderer will be returned after finalization of the tender.

**In case of EMD and tender fee payment through on-line, MIDHANI Bank details are:**

**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.  
**FSC Code** : HDFC0000021  
**MICR Code** : 500240002  
**SWIFT Code** : HDFCINBBHYD  
**Type** : Current account.

Proof and details of online payment to be enclosed along with Techno-Commercial Bid.

**Security Deposit** - The successful tenderer shall be required to deposit Security Deposit of 10% value of contract within two weeks of the acceptance of the tender/ placement of Purchase Order, in the form of Demand Draft or Bank Guarantee or payment through online with proof thereof.

Even in the case of EMD exemption for eligible parties, Security Deposit to be submitted if party emerges as L1.

Security Deposit shall be refundable after material is received and accepted.

In case of Bank Guarantee submitted as per format enclosed at Annexure – V & VI to tender document,

- 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.

for Mishra Dhatu Nigam Limited

**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:**

**ENVELOPE NO.1:**

PART - I “TECHNO-COMMERCIAL BID” ALONG WITH EMD  
TENDER No: MDN/PUR/0461093/RM/ADVT/039/2017-18  
DATE: 17<sup>TH</sup> MAY 2017 , DUE DATE: 16<sup>TH</sup> JUN 2017

To  
THE DY. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II “PRICE BID”  
TENDER No: MDN/PUR/0461093/RM/ADVT/039/2017-18  
DATE: 17<sup>TH</sup> MAY 2017 , DUE DATE: 16<sup>TH</sup> JUN 2017

To  
THE DY. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

PLEASE PUT ALL THE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE:

**ENVELOPE NO.3**

TENDER No: MDN/PUR/0461093/RM/ADVT/039/2017-18  
DATE: 17<sup>TH</sup> MAY 2017 , DUE DATE: 16<sup>TH</sup> JUN 2017

CONTENTS:

A) TECHNO-COMMERCIAL BID ALONG WITH EMD  
B) PRICE BID

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

NAME OF THE TENDER:

**GENERAL TERMS AND CONDITIONS FOR INDEGENOUS SOURCES**

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 makes 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 I.S. will be preferred.
4. **PRICES**  
Price Basis: FOR Midhani, Hyderabad basis.  
The Prices must be per unit shown inclusive of packing, forwarding insurance, Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.
5. **TAXES AND DUTIES:**  
The Tenderer shall indicate their Central & State Sales Tax Registration No., Tin No., VAT No. & date in the quotation.
  - i) If Excise duty or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such Excise Duty and other duties shall be allowed as applicable at sale point on the production of documentary evidence. The Contractor has to furnish transporters copy of Invoice along with supplies for availing Cenvat credit.
  - ii) SALES TAX: Sales Tax will be paid by the Purchaser at the sale point if legally leviable at the rate ruling on the date of supply. The percentage of Sales Tax applicable should be indicated. Central Sales Tax will be payable at concessional rates against "C" form on materials covered under Sales Tax Registration.
6. **DESCRIPTION & SPECIFICATION:**  
The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
7. **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 alternation will be permitted.
8. **TERMS OF PAYMENT:**  
Within 30 days after receipt and acceptance of material at MIDHANI

9. **TO RECOVER LIQUIDATED DAMAGES:**  
In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
10. **RISK PURCHASE:**  
The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
11. **PACKING:**  
THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY MARKED TO AVOID LOSS OR DAMAGE IN TRANSIT BY RAIL / ROAD.
12. **VALIDITY:**  
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE OPENING OF QUOTATION.
13. **RIGHT OF ACCEPTANCE:**  
THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.
14. **IMPORTANT NOTE:**  
- EITHER THE AUTHORIZED AGENT ON BEHALF OF THE MANUFACTURER OR THE MANUFACTURER DIRECTLY CAN BID IN THE TENDER BUT NOT BOTH.  
- ONE AGENT SHALL NOT QUOTE FOR TWO MANUFACTURERS.
15. **ARBITRATION:**  
Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
16. **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.
17. **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 website.

18. **QUERIES / CLARIFICATIONS:**

All commercial queries shall be sent to Mr. K Aravind Kumar (Dy. Manager, Purchase) mail: karavind@midhani.com

All technical queries shall be sent to Mr. S. Saha (Mgr, MPC), mail : ssaha@midhani.com

19. **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.

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

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

21. **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.

22. **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.

23. **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.



24. **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.
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.

25. **TENDER OPENING:**

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

TECHNO-COMMERCIAL BIDS (UN-PRICED) ONLY SHALL BE OPENED ON THE DUE DATE INDICATED IN THE ENQUIRY IN THE 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.

26. **DEFINITIONS:**

**PURCHASER:**

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

**TENDERER:**

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

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**GENERAL TERMS & CONDITIONS FOR IMPORT OFFERS**

1. The Tenderer shall indicate / furnish the following in his offer:
  - i. The tenderer shall furnish typical analysis along with offer with respect to impurities listed in the tender specification.
  - ii. FOB prices indicating port of loading.
  - iii. Your banker's name & address.
  - iv. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government departments and other favoured customers.
  - v. Tenderer shall submit the tender in two-bid system as per Annexure – IV.
  
2. **Agency Commission:**

We are 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 Purchase, 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.
  
3. **Validity:**

The offer shall be valid for a period of 90 working days from the date of Tender opening.
  
4. **Prices:**

Supplier shall quote firm FOB price only preferably in USD for the entire quantity. However, if price quoted in other currencies, the value of the currency equivalent to USD on the date of opening of Techno commercial Bid shall be taken for Comparison.
  
5. **Description & specification:**

The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
  
6. **Purchaser's right:**

The purchaser reserves the right to reject or to accept any tender, either in full or in part, without assigning any reasons whatsoever.
  
7. **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 alternation will be permitted.
  
8. **Terms and conditions of tender:**

Any purchase order placed against the offer against this invitation to tender shall be subject to the general terms and conditions of this invitation to tender.

9. **Arbitration:**

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

10. **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.

11. **Terms of payment:**

**A.** Within 30 days after receipt and acceptance of material at Midhani through TT.

**OR**

**B.**

Through Irrevocable Letter of Credit, 30% payable against shipping document as mentioned at clause 11.1 and balance 70% payable against acceptance documents mentioned at clause 11.2. Clear instruction shall be given by you to the bank to forward the following documents without any delay to our bank. Andhra Bank, BDL Campus Branch, PO kanchanbagh, Hyderabad-500058 **OR** State Bank of India, Chandrayangutta, Hyderabad - 500058

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

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

- a. Clean on Board Bill of Lading as defined in Incoterms 2010. – 2 negotiable and 2 non negotiable copies
- b. Signed Invoice for the goods dispatched. - 4 copies
- c. Certificate of Origin. – 2 copies
- d. Packing List. – 5 copies
- e. Test / Manufacturer's Certificate. – 4 copies
- f. Fax intimation particulars regarding shipment sent to our insurer – 2 copies

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

- a. Final 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)

**12. 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.

**13. 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.

**14. Insurance:**

Marine Insurance coverage will be arranged by the purchaser and hence tenderers should quote only FOB / FAS Prices.

**15. Packing:**

THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY MARKED TO AVOID LOSS OR DAMAGE IN TRANSIT.

**16. IMPORTANT NOTE:**

- EITHER THE AUTHORIZED AGENT ON BEHALF OF THE MANUFACTURER OR THE MANUFACTURER DIRECTLY CAN BID IN THE TENDER BUT NOT BOTH.
- ONE AGENT SHALL NOT QUOTE FOR TWO MANUFACTURERS.

**17. 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 website.

**18. Queries / clarifications:**

All commercial queries shall be sent to Mr. K Aravind Kumar (Dy. Manager, Purchase) mail: karavind@midhani.com

All technical queries shall be sent to Mr. S. Saha (Mgr, MPC), mail: ssaha@midhani.com

**19. 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.

**20. Lowest tender not necessary to be accepted:**

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

**21. Bankruptcy etc.:**

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

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

OR

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

**22. MODE OF SUBMISSION OF TENDER:**

TENDERS SHALL BE SUBMITTED AS PER THE PROCEDURE INDICATED AT ANNEXURE.

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**23.0 TO RECOVER LIQUIDATED DAMAGES:**

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

24. **TENDER OPENING:**

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

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25. **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.

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

taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.

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

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

FOR AND ON BEHALF OF THE BANK WITHIN NAMED