

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058, India
Phone: 040-2434001 (10 lines), 24184348, Fax: 040-24340764
Email Id: nagesh.y@midhani.com Website: www.midhani.com

Tender Notice No: MDN/PUR/0461094/RM/ADVT/309/2016-17

Date: 03.03.2017

Issue of Tender Documents up to : 30.03.2017 @ 17.00 Hrs.

Receipt of tender on or before : 31.03.2017 @ 10:30 Hrs.

Opening of Tender Date : 31.03.2017 @ 11:00 Hrs.

Supply of "Ferro Boron Grade-A." as per MIDHANI Specification

List of Tender documents:-

		Pages
1. Technical Specification	- Annexure-I	02
2. General Terms & Conditions for Indigenous Sources	- Annexure-II	05
3. General Terms & Conditions for Import Offers	- Annexure-III	05
4. Procedure to be followed	- Annexure-IV	01

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

Annexure - I

Specification / Chemical composition of Ferro Boron Grade-A:

B	=	15-20 %
C	=	0.1 % MAX
Al	=	2 % MAX
Si	=	1.0 % MAX
Fe	=	Balance
SIZE	=	5 to 30 mm

Total Quantity – 500 KG

Delivery Schedule –

- 1) For Indigenous supply : 500 KG within 60 days from the date of Purchase Order
- 2) For FOB (import) supply : 500 KG within 30 days from the date of Purchase Order

Acceptance Criteria: Chemical composition as per tender document to be tested at MIDHANI

Mode of Shipment: By Sea for Import offers.

Note:

- 1) Tenderers must furnish typical chemical composition of all the above elements in material along with offer.
- 2) Test Certificate Indicating above all elements to be submitted along with supply.
- 3) Incomplete offer will not be considered.
- 4) Port of Loading shall be clearly mentioned in techno – commercial offer for FOB supply.
- 5) Place of delivery shall be ICD, Hyderabad for import shipment.
- 6) Custom duty tariff code shall be mentioned in techno-commercial bid for import offer.



for Mishra Dhatu Nigam Limited

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. Nagesh Yenpreddiwar (Dy. Manager, Purchase) mail: nagesh.y@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 - IV.

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.

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. Nagesh Yenpreddiwar (Dy. Manager, Purchase) mail: nagesh.y@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:

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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 - IV.

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23. 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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THE COMPARATIVE ASSESSMENT OF OFFERS RECEIVED WOULD BE MADE ON EQUAL FOOTING TAKING INTO ACCOUNT THE FINANCIAL IMPLICATIONS FOR THE DEVIATIONS IN TERMS AND CONDITIONS. CONDITIONAL DISCOUNTS OFFERED BY THE TENDERERS FOR COVERAGE WITHIN A SHORTER PERIOD FOR EARLY INSPECTION / PAYMENT ETC., SHALL NOT BE CONSIDERED AT THE TIME OF EVALUATION OF TENDERS.

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

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID"	TENDER No: MDN/PUR/0461094/RM/ADVT/309/2016-17
ALONG WITH EMD	DATE: 03.03.2017; DUE DATE: 31.03.2017
To	
THE ADD. GENERAL MANAGER (PURCHASE)	
MIDHANI, HYDERABAD - 500 058.	
NAME OF THE TENDERER:	

ENVELOPE NO.2:

PART - II "PRICE BID"	TENDER No: MDN/PUR/0461094/RM/ADVT/309/2016-17
DATE: 03.03.2017	
To	
THE ADD. 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/0461094/RM/ADVT/309/2016-17,
DATE: 03.03.2017; DUE DATE: 31.03.2017
CONTENTS:
A) TECHNO-COMMERCIAL BID ALONG WITH EMD COVER
B) PRICE BID
To
THE ADD. GENERAL MANAGER (PURCHASE)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058. INDIA
NAME OF THE TENDER:

