

Tender Notice
MISHRA DHATU NIGAM LIMITED

(A Govt. of India Enterprise)

P.O. Kanchanbagh, Hyderabad – 500058, Telangana, India

Phone: 040-24340243/0153, Fax: 040-24340764

Email Id: traghuram@midhani.com, mrrao@midhani.com

Website: www.midhani.com

Tender Notice No: MDN/PUR/0463134/LA/ADVT/259/16-17

Date: 05-JAN -2017

Issue of Tender Documents up to : 6 - FEB - 2017 @ 17.00 Hrs.
Receipt of tender on or before : 7 - FEB -2017 @ 10:30 Hrs.
Opening of Tender Date : 7- FEB - 2017 @ 10:35 Hrs.

“Supply of “LIQUID ARGON”

per MIDHANI Specification

List of Tender documents:-

	Pages
1. Technical Specification - Annexure-I	01
2. General Terms & Conditions - Annexure-II	05
3. PROCEDURE FOR SUBMISSION OF TENDER Annexure-III	01
4. Bank Guarantee format for Earnest Money Deposit (EMD) - Annexure-IV	02

NOTE:

1. Any CORRIGENDUM / ADDENDUM/DATE OF EXTENSION/ if any to the above tender would appear ONLY on the MIDHANI website (www.midhani.com)
2. For technical quires please contact Shri A.D.Jambhulkar ,Sr.Manager phone No 040-2418 4352 and for Commercial quires please contact Shri M.R.Rao, Sr manager (purchase) phone no 040-24340243

Technical Specification

Sl no	Description	Qty	units	Staggered Delivery
1	SUPPLY & FILLING OF LIQUID ARGON . Specification : Liquid Argon, Min 99.99% purity Oxygen < 10 PPM & Moisture < 10 PPM confirming to IS: 309 Scope of supply : supply & filling of liquid ARGON in 6 KL Argon Bullets Acceptance Criteria :As per Test Certificate.	100	MT	As and when required - Within 3 days after intimation for supply.

- **DELIVERY: As and when required within 3 days after intimation for supply.**
- Detailed technical specifications should be furnished along with techno-commercial bid.
- **Tender Fee (Non-Refundable)** – Rs 1000/- (Rupees One Thousand only) in the form of Demand Draft/ Banker's Cheque from a Nationalised Bank / Scheduled Commercial Bank drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof.

➤ **Earnest Money Deposit (EMD)**

All bidders shall submit an EMD amount of **Rs. 60,000/-** (Rupees sixty thousand only) in the form of Demand Draft/ Banker's Cheque from a Nationalised Bank / Scheduled Commercial Bank drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof or Bank Guarantee (in our prescribed format) confirmed by bankers of bidders favouring MIDHANI through a nationalized Bank / Scheduled Commercial Bank encashable in INDIA shall be enclosed alongwith tender (Techno-Commercial Bid). Bank Guarantee shall be valid for a period of 90 days from the date of opening. If EMD is not enclosed, such offers are liable for rejection.

OUR BANK DETAILS FOR ONLINE SUBMISSION OF TENDER FEE/EMD:

Name of the Firm : M/s. Mishra Dhatu Nigam Limited
Bank Name : HDFC Bank Ltd.
Branch Address : Lakdikapul Branch, Hyderabad.
Account No. : 00210330000440.
Bank IFSC Code : HDFC0000021
MICR Code : 500240002.

However, proof and details of online payment to be enclosed along with Techno-Commercial bid.



GENERAL TERMS AND CONDITIONS

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The maker 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 Nos & 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 / quantity received at Midhani site.

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. **EMD CLAUSE:**

All bidders shall submit an EMD amount of **Rs. 60,000/-** (Rupees sixty thousand Only) in the form of Demand Draft/ Banker's Cheque from a Nationalised Bank / Scheduled Commercial Bank drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof or Bank Guarantee (in our prescribed format) confirmed by bankers of bidders favouring MIDHANI through a nationalized Bank / Scheduled Commercial Bank encashable in INDIA shall be enclosed alongwith tender (Techno-Commercial Bid). Bank Guarantee shall be valid for a period of 90 days from the date of opening. **If EMD is not enclosed, such offers are liable for rejection.**

12. **SECURITY DEPOSIT:**

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

In case of Bank Guarantee submitted,

i. In Indian Currency - from a Nationalized Bank or Scheduled Bank encashable in India.

The security deposit shall be valid till completion of supply of PO quantity with a claim period of 3 months from the date of expiry of Bank Guarantee and shall remain binding not withstanding such variations, alternations or extensions of time as it may be made, given, conceded or agreed to between the Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject the terms & conditions of the contract/PO finality concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof. Security Deposit shall be refundable after material / equipment is received and accepted.

13. **PACKING:**
The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.
14. **VALIDITY:**
The Offer should be valid for a minimum period of **90 DAYS** from the date of opening of Quotation.
15. **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.
16. **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.
17. **JURISDICTION:**
All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana State, India.
18. **MSME UNITS:** Please confirm whether you are **MSME UNIT** or MSME UNIT owned by SC/ST Entrepreneur. If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.
19. **ADDENDA TO TENDER DOCUMENTS:**
The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Any CORRIGENDUM/ ADDENDUM/DATE OF EXTENSION/ if any to the above tender would appear ONLY on the MIDHANI website (www.midhani.com) and the addendum so issued shall form a part of the original tender documents to be reviewed as required.
20. **QUERIES / CLARIFICATIONS:**
Queries / clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by fax / letter direct to the ADDL. GENL. MANAGER (PURCHASE), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058. (Fax No. 040-24340764).

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

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

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

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

23. **BANKRUPTCY ETC.:**

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

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.

24. **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.

25. **SUBMISSION OF TENDER:**

TENDERS SHALL BE SENT BY REGISTERED/SPEED POST/COURIER OR PUT IN PERSONALLY IN THE SEALED TENDER BOX LOCATED AT THE CORPORATE SECURITY GATE OF MIDHANI. THE TENDER COVER SHALL SUPERSCRIBED 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.

26. **MODE OF SUBMISSION OF TENDER:**

TENDERS SHALL BE SUBMITTED AS PER THE PROCEDURE INDICATED AT ANNEXURE-**III**

TENDERERS ARE REQUIRED TO SUBMIT THEIR TENDERS IN TWO PARTS, NAMELY:

1. **PART I:** TECHNO-COMMERCIAL BID (UN-PRICED) **WITH TENDER FEE & 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 - III.

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.

27. **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.

28. **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:

"TECHNO-COMMERCIAL BID" along with Tender Fee & EMD

Tender Notice No: MDN/PUR/0463134/LA/ADVT/259/16-17

Date: 05 - JAN - 2017

DUE DATE : 07 - FEB - 2017

TO

ADDL. GENERAL MANAGER (PURCHASE),
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD – 500 058.

NAME OF THE TENDERER:

ENVELOPE NO. 2:

"PRICE BID "

Tender Notice No: MDN/PUR/0463134/LA/ADVT/259/16-17

Date: 05 - JAN - 2017

TO

ADDL. GENERAL MANAGER (PURCHASE),
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD – 500 058.

NAME OF THE TENDERER:

PLEASE PUT THE ABOVE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE AND INDICATE THE DETAILS AS SHOWN BELOW:

ENVELOPE NO. 3:

Tender Notice No: MDN/PUR/0463134/LA/ADVT/259/16-17

Date: 05 - JAN - 2017

DUE DATE : 07 - FEB- 2017

CONTENTS : 1. TECHNO-COMMERCIAL BID along with Tender Fee & EMD
2. PRICE BID.

TO

ADDL. GENERAL MANAGER (PURCHASE),
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD – 500 058.
Telangana, India.

NAME OF THE TENDERER:

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. _____ 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. _____.

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. _____ 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