Mishra Dhatu Nigam Limited A Govt. of India Enterprise

P.O. Kanchanbagh, Hyderabad – 500058 (T.S.), India Phone: 040-24144276, Fax: 040-24340764

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

Website: www.midhani.com

MDN/PUR/0472002/PC/e-ADVT/006/17-18 Date: 10.04.2017

Issue of Tender Documents up to: 04.05.2017 @ 10.30 Hrs.
Receipt of tender on or before: 04.05.2017 @ 10.30 Hrs.
Opening of Tender Date: 05.05.2017 @ 10.30 Hrs.

Supply of "CAST IRON ELECTRODE MOULD – 760mm dia" As per Midhani Specification

List of Tender documents:-

		Pages
1. Technical Specification	- Annexure-I	02
2. General Terms & Conditions	- Annexure-II	03
3. Bank Guarantee format for E	arnest Money Deposit	02
(EMD)	- Annexure-III	
4. Bank Guarantee format in lie	eu of Security Deposit	02
	- Annexure-IV	
5. Instructions to the Tenderer	s -Annexure-V	03
for online submission of quo	tation	

NOTE:

1. Any Corrigendum/Addendum/Date of Extension, if any to the above tender would appear ONLY on the MIDHANI website (www.midhani.com)

Contact persons:

Commercial: GVRK MURTHY, A M (PUR) - 04024184276
Technical: AD JAMBHULKAR - 04024184352

ITEM DESCRIPTION	QUANTITY	DELIVERY	EMD
CAST IRON ELECTRODE MOULD -			
760mm dia	4 Nos.	60 DAYS	Rs.60,000/-
(Drg. No.M04P017-10-06-C3)			

OTHER IMPORTANT NOTES:

- 1. Manual offers are NOT considered. Supplier shall submit their offers in Two-Parts through On-line only. Suppliers, who are not registered for e-procurement with Midhani, are to register with DSC and submit their offer before the Due date and time. For details of e-procurement, please see our website (midhani.com> Purchase>Online vendor registration / e-procurement). For details contact person: Mr. Hemant 040-24340143
- 2. If EMD not found enclosed along with Techno-Commercial bid, such offers would be considered as technically rejected.
- 3. EMD submitted in the form of Bank Guarantee shall be valid for a period of 90 days.
- 4 Incomplete offer will not be considered.
- 5. New Tenderers are requested to submit Vendor Registration form duly filled in along with Part-I Techno-Commercial Bid apart from arranging online registration as Approved Vendor. Copy of Registration Format is enclosed and available in Midhani website. Purchase Orders shall be awarded after registration of Suppliers as 'Approved Vendors' only.

Tender Fee (Non-Refundable) - Rs 1000/- (Rs. One thousand only) **EMD (Refundable)** - All bidders shall submit a refundable EMD amount of Rs 60,000/- (Rs. Sixty thousand only) as per General Terms and Conditions of Indigenous sources along with Techno-Commercial bid.

Payment of Tender Fee and EMD shall be in the form of DD through scheduled bank payable at Hyderabad or through RTGS details given below:

Bank : HDFC Bank Ltd., Lakdikapul Branch,

Account No: 00210330000440, IFSC Code: HDFC0000021,

Type : Current account.

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

For Mishra Dhatu Nigam Limited

SPECIFICATION

SCOPE OF WORK AND OTHER TERMS & CONDITIONS.

- -Scope of work covers manufacture of Castings, machining of Top Bottom faces and supply of Cast Iron Electrode Moulds.
- -The Electrode Mould shall be manufactured out of material Cast Iron having following Chemical Composition:

Drg. No.M04P017-10-06-C3 attached.

SPECIFICATION: CHEMICAL COMPOSITION (As per IS – 305 Par III):

.TECHNICAL:

- 1. The Electrode Moulds shall be supplied in machined condition as per our Drawing.
- 2. Machining shall be carried out wherever shown in the Drawing.
- 3. Bore of the Electrode Mould shall be concentric, straight, Smooth and free from undulation.
- 4. Castings shall be sound and free from harmful casting defects, like blowhole, cracks, cavities etc.
- 5. As-cast surfaces of the castings shall be smooth and properly fettled / dressed.
- 6. Casting shall be stress relieved before machining.
- 7. Unspecified as cast dimensional tolerances shall be as per IS: 5519, Class III.
- 8. Heat No., SI No., Monogram & Year of manufacture shall be embossed on each casting.
- 9. All other technical notes mentioned in our drawing and technical specification shall be followed while manufacturing.

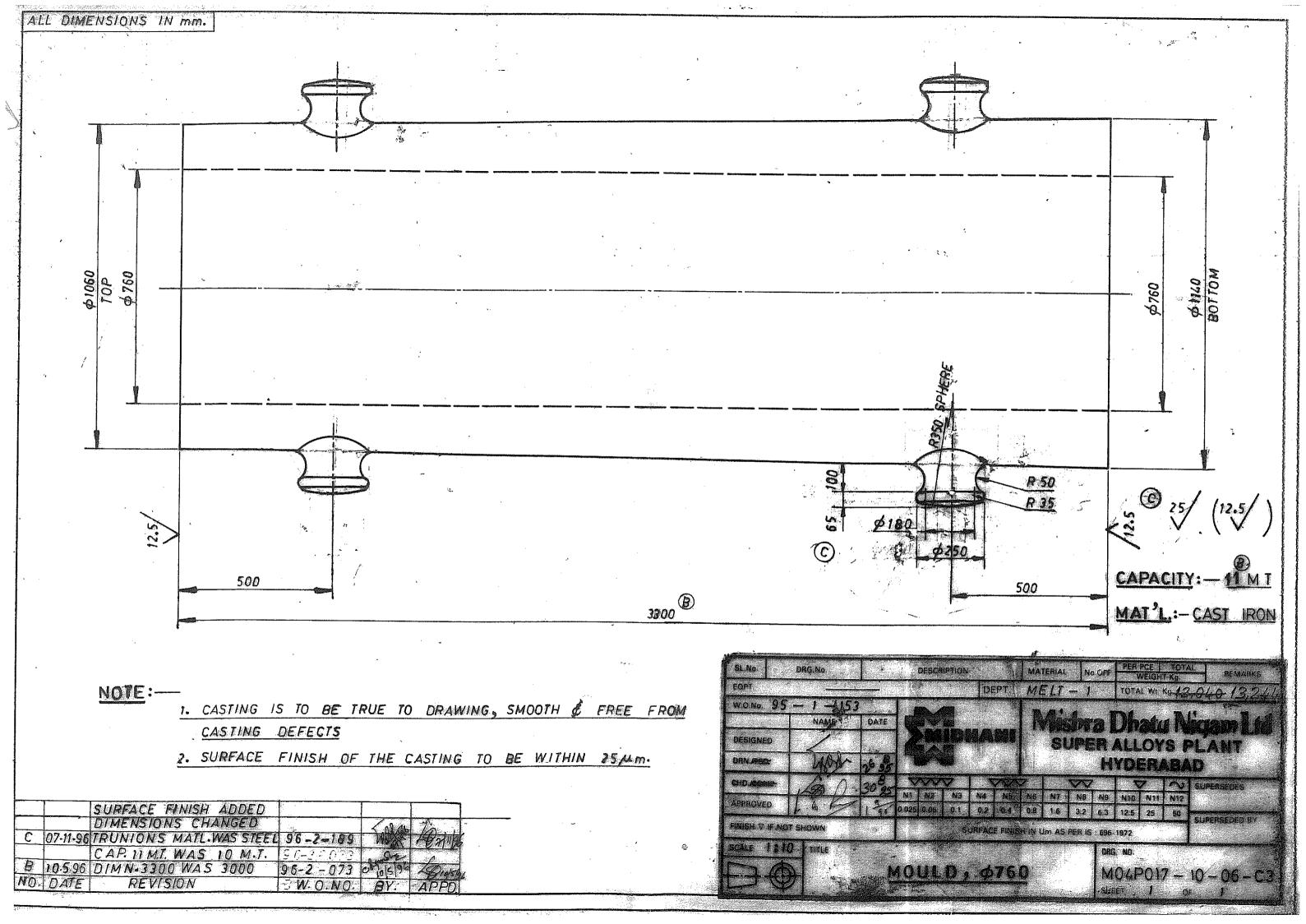
TEST CERTIFICATE: Material Test Certificate for chemical composition shall be furnished by your laboratory at the time of inspection & along with the supply.

INSPECTION: Inspection of Moulds shall be carried out at MIDHANI after receipt of material.

HEAT GUARANTEE: Each Electrode Mould shall carry Heat Guarantee of minimum 10 heats or one year, whichever is earlier. In the event of failure of any Mould less than 10 heats, the same shall be replaced free of cost. However, while computing, Heat Life of mould shall not be considered because of following reasons;

- a) Stickers due to higher teeming temperature.
- b) Breaking due to mal operation.
- c) Damage due to improper handling.

NOTE: New suppliers of this material to Midhani are requested to submit proof of supply of similar material to other customers in last 3 years.



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 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 confirming to I.S. will be preferred.

4. PRICES

Price Basis: FOR Midhani, Hyderabad basis (Unloading shall be arranged by Supplier). The Prices must be per unit and should be on FOR destination basis.

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 coy 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. <u>AUTHORITY TO SUBMIT TENDER:</u>

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:**

90% of material value + 100% Taxes & Duties within 30 days after receipt and acceptance of material / quantity received in Midhani site. Balance 10% shall be released after successful completion of Guarantee period for the materials ie., Min. 10 Heats OR one year from the date of supply OR immediately on submission of Performance Bank Guarantee (PBG) for an amount equivalent to 10% of Order value.

Offers of other payment terms are not considered.

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 in the form of DD through scheduled Bank payable at Hyderabad.

OR Bank Guarantee confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA shall be enclosed with Techno-Commercial Bid.

OR Payment through online with proof thereof to be submitted alongwith Techno-Commercial bid, shall be enclosed with Techno-Commercial Bid.

If EMD is not found enclosed, such offers would be considered as technically rejected. Bank Guarantee shall be valid for a period of 90 days.

- 12. **S.S.I. UNITS**: If Tenderer happens to be a SSI Unit with single point registration with NSIC, hall furnish details of turn over besides SSI Registration Certificate Copy along with the Tender. SSI Units seeking exemption from payment of EMD shall furnish necessary documentary proof to the satisfaction of the Purchaser in terms of Government Guidelines.
- 13. **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.

14. **SECURITY DEPOSIT**:

Successful tenderer shall be required to furnish a Security Deposit within two weeks from the date of PO for 10% of Purchase Order/Contract value, in the form of Demand Draft or Bank Guarantee or payment through online with proof thereof.

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

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.

15 **PACKING:**

THE MATERIAL SHOULD BE SECURELY PACKED AND PROPERLY TO AVOID LOSS OR DAMAGE IN TRANSIT BY RAIL / ROAD.

16. **VALIDITY:**

THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE 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.

17. 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.

18. **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.

19. **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, Andhra Pradesh, India.

20. **ADDENDA TO TENDER DOCUMENTS:**

The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be 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.

21. **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 (I/C PURCHASE), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764).

22. 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.

23. 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.

24. 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.

- 25. **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.
- 26. **SHORT CLOSURE OF PO**: In the event of PO being placed on the successful tenderer, MIDHANI reserves its right to short close the PO for the total quantity or part thereof, by giving a Notice of one month, 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 the end User etc.

On receipt of Notice for short closure, the Contractor shall cease all further work, except for such work as may be specified in the Notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such case will be limited to the extent of the cost as assessed by MIDHANI, in the opinion, till the point of short closure.

27. **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.

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

(Bank Name and Address)

Signature of duly
Authorized person
On behalf of the Bank
With seal & signature code

Date: _____

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1.	This deed of guarantee executed onday ofby
	(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 favor 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 Telangana, 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
	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
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
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/ (in words
	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

INSTRUCTIONS TO THE TENDERER FOR ONLINE SUBMISSION OF QUOTATION

- 1(a) 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 conditionshas to be mentioned in Cover-I i.e. Technical Bid and Price has to be mentioned in Cover-IIi.e. Price Bid (BOQ).(Note: The other commercial terms & conditions of your quotation/offershould 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.nic.in No bid shall be accepted offline.
- 1(b) No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate the applicable taxes and duties amount.
- 2. 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 the technical 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.
- 3. **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.
- 4. 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 Supply Orders placed against this tender.
- 5. **Clarification of Bid:** 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.

6. Submission of Bid:

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal http://eprocuremidhani.nic.in with valid Digital Signature Certificate (DSC) of Class III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only.
- b. 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.
- c. 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, 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.

- 7. 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.
- 8. **Firm Price:** Price quoted shall be firm and fixed till complete execution of order.
- 9. **PRICES:** Prices quoted must be FIRM till delivery, otherwise the offer will be rejected. 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	Addl. Genl. Manager (Stores),	Addl. Genl. Manager (Stores),
	Quantity	Mishra Dhatu Nigam Limited	Mishra Dhatu Nigam Limited
		PO - Kanchanbagh	PO - Kanchanbagh
		HYDERABAD - 500058,	HYDERABAD - 500058,
		T.S. INDIA	T.S. 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 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 Excise Duty and Service Tax separately in the BOQ wherever applicable.

- 10. 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.
- 11. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered 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. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the MIDHANI, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the MIDHANI, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the MIDHANI.
- 12. **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.
- 13. **Currencies of Bid and Payment:** The unit rates shall be quoted by the Bidder entirely in INR only.
- 14. 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.

- 15. **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.
- 16. **Laws Applicable**: The Contract (order) placed for supply covered by this tender shall be governed by the laws of Government of India for the time being in force.
- 17. **Force Majeure:** a) Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfill this agreement partially or wholly shall be regarded as force majeure and shall include causes such as Act of God, War Fires, Floods, Epidemics, Quarantines, Govt. Restrictions Strikes, Earth Quake. Etc.
 - b) The occurrence of case of force Majeure shall be notified by the party affected by it to theother party immediately by cable/fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade/Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be . The same procedure shall be observed when the case of force majeure ceases.
- 18. The MIDHANI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

Special Instructions:

- 1. Confirmation that you can supply the material as per tender specification without any deviation.
- 2. A copy of manufacturer's test certificate indicating typical composition of all elements mentioned in our specification.
- 3. You shall furnish the above information as part of your technical bid failing which your offer is liable to be rejected.
- 4. Validity of offer.
- 5. Analysis / Joint analysis carried out at MIDHANI shall be final and binding on both the parties and payment shall be made accordingly.
- 6. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
- 7. Please indicate minimum order quantity (MOQ) as buyer reserves the right to vary the tender quantity.

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