

**MISHRA DHATU NIGAM LIMITED**  
A Govt. of India Enterprise  
P.O. Kanchanbagh, Hyderabad – 500058 (T.S.), India  
Phone: 040-24184276, Fax: 040-24340764  
Email Id: [rajesh.muttigi@midhani.com](mailto:rajesh.muttigi@midhani.com); [traghuram@midhani.com](mailto:traghuram@midhani.com)  
Website: [www.midhani.com](http://www.midhani.com)

**MDN/PUR/0472042/PC/ADVT/145/17-18**

**Date: 04.09.2017**

Issue of Tender Documents up to : 25.09.2017 @ 17.00 Hrs.  
Receipt of tender on or before : 26.09.2017 @ 10.30 Hrs.  
Opening of Tender Date : 26.09.2017 @ 11.00 Hrs.

**Supply of “GRAPHITE LUMPS, SIZE: 5-20MM”  
As per Midhani Specification**

**List of Tender documents:-**

S.No.	Document		No. of Pages
1.	Technical Specification	Annexure-I	02
2.	General Terms & Conditions (Indigenous)	Annexure-II	05
3.	General Terms & Conditions (Import offers)	Annexure-III	05
4.	Procedure for Tender submission	Annexure-IV	01
5.	Bank Guarantee format for Earnest Money Deposit (EMD)	Annexure-V	02
6.	Bank Guarantee format in lieu of Security Deposit	Annexure-VI	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](http://www.midhani.com)>PURCHASE>TENDERS)

ITEM DESCRIPTION	QTY
<b>GRAPHITE LUMPS, SIZE: 5-20MM</b>	36MT

**SPECIFICATION OF GRAPHITE LUMPS**

**CHEMICAL COMPOSITION:**

C – 98% Min  
S – 0.05% Max  
Fe – 0.2% Max  
Ash Content – 2% Max  
P – Traces  
Size – 5 – 20 MM

**Note:**

1. Manufacturer's Test Certificate to be submitted for Chemical Composition indicating all elements listed above along with offer.
  2. Test Certificate to be submitted along with each supply
  3. ACCEPTANCE CRITERIA : Based on Test Certificate and physical inspection.
  4. DELIVERY REQUIRE : 1<sup>st</sup> Lot - 9MT within 30days from PO &  
Balance 9MT every Alternate Months
  5. PACKING : Packing in 25 Kgs double lined Polythene synthetic bags and these bags are to be packed in 1000Kgs HDPE polythene jumbo bags.
  6. MARKING: The date of packing, Mfr's name of the material, Identification details PO No. Description of item, Supplier Name, Net / Gr. wt to be printed on each box.
- In complete offers will not be considered.

**OTHER IMPORTANT NOTES:**

**TENDER FEE & E M D / S D :** All Indian Bidders are requested to submit the “Tender Fee, EMD & Security Deposit” online through the below link or through BANK GUARANTEE ONLY

<b>TENDER FEE</b> (Non Refundable)	<b>REFUNDABLE EMD</b> (As per General Terms and Conditions of Indigenous sources)	<b>DETAILS FOR ON LINE PAYMENT</b> <b>(DDS WILL NOT BE CONSIDERED)</b>
<b>Rs.1,000/-</b>	<b>Rs.40,000/-</b> <b>(Rs. Forty Thousand only)</b>	<a href="http://ebs.in/midhani/public">http://ebs.in/midhani/public</a> or <a href="http://www.midhani.com">www.midhani.com</a> >Purchase>Tenders> <b>TENDER FEE,EMD AND SECURITY DEPOSIT – ONLINE</b>
<b>In case of Bank Guarantee submitted as per format enclosed at Annexure – V to tender document,</b> i. In Indian Currency - from a Nationalized Bank or Scheduled Bank encashable in India. ii. All Bank Guarantees shall have an additional claim period of three months from the date of expiry except EMD and BG will be in our prescribed format only.		

Proof and details of online payment to be enclosed along with Techno-Commercial bid (Part-I).

If EMD is not found enclosed along with Techno-Commercial bid, such offers would be liable for REJECTION.

*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. Registration Format is available in Midhani website ([www.midhani.com](http://www.midhani.com)>Purchase>Online vendor registration). Purchase Orders shall be awarded after registration of Suppliers as ‘Approved Vendors’ only.*

For Mishra Dhatu Nigam Limited

Rajesh Muttigi  
Sr. Manager (Purchase)

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**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 conforming 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. In case offers on Ex-works basis, Approx. Freight charges shall be loaded to base price for comparison.
5. **TAXES AND DUTIES:**  
The Tenderer shall indicate their Central & State Sales Tax Registration No., Tin No., VAT No. GST 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.**NOTE: Taxes & Duties prevailing on the date of supply are applicable.**
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:**  
100% Payment through RTGS, within 30 days from the date of receipt and acceptance.  
**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 through on line <http://ebs.in/midhani/public> (Proof of payment shall be furnished with Techno-Commercial Bid) 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. 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, shall 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 Kancharbagh, 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. **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 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.

27. **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. (in LCNC format)

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 (in LCNC format) / 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.

28 **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 (in LCNC format):**

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.

29. **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.

30. **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. IMPORTANT DETAILS :**

The tenderer shall indicate/furnish the following in his offer:

- i. Manufacturer's Name & Address.
- ii. Country of origin of goods.
- iii. Delivery period.
- iv. Mode of packing.
- v. Net weight and Gross weight.
- vi. Technical Literature / Catalogue.
- vii. Details of Shelf life, if any, applicable for the goods offered.
- viii. FOB/FAS prices indicating port of loading.
- ix. Your Banker's Name & Address.
- x. A confirmation that the price quoted is your lowest export price and is the same as you would normally quote to Government department and other favored customers.
- xi. TARIFF HEAD UNDER H. S. (HARMONISED SYSTEM).

**Note:** Tenders received without the above details are liable to be rejected summarily.

**2. CREDIT RATING CERTIFICATE:**

- a) Tenderers shall furnish credit rating obtained by them from any reputed credit rating agency along with offer.
- b) DEALERSHIP CERTIFICATE : Dealers/Stockists traders shall furnish dealership certificate along with offer.

**3. AGENCY COMMISSION :**

We are a Government of India Enterprise. It is our policy to deal with the foreign suppliers/manufacturers directly without associating any of their Indian agents or payment of any agency commission. You are therefore requested to quote your price without any agency commission, passing on this benefit to the Purchaser which is Government of India Enterprise. Please therefore specifically state in your offer that the price quoted by you is net and NO agency commission is payable to any Indian agent.

**4. VALIDITY :**

The offer shall be valid for a period of 90 days from the date of tender opening.

**5. PRICES :**

Preference will be given to FIRM prices, but should the quoted prices be subject to variation, the price variation clause should be detailed in the offer.

**6. DISCOUNT :**

Prices quoted should be applicable to purchases by Manufacturers and the manufacturer's discount, if any, should be indicated in the offer.

**7. DESCRIPTION & SPECIFICATION :**

The description and specification offered in the offer will be binding on the Tenderer and no alteration thereof will be permitted.

**8. 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.

**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. AUTHORITY TO SUBMIT TENDER :**

The signatory to the Tender will be deemed to have the authority to submit the Tender. The Tender will be binding on the tenderer and no alteration will be permitted.

**11. TERMS & CONDITIONS OF TENDER :**

Any Purchase Order placed against the offer against this Invitation to Tender shall be subject to the General Conditions of this Invitation to Tender.

**12. Terms of payment:**

I 100% within 30 days from the date of receipt o and acceptance of material

OR

II Through Irrevocable Letter of Credit, 30% payable against shipping document as mentioned at clause 12.1 and balance 70% payable against acceptance documents mentioned at clause 12.2. 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. Customs Tariff Code for various components shall be indicated in the offer.

- i. *Offers in Foreign Currencies shall be normally on FOB basis. However, in case any other Terms as per INCOTERMS are quoted, FOB price must be indicated. MIDHANI shall reserve the right to place order on either FOB or other Terms as per INCOTERMS.*
- ii. *Indicate whether the shipment shall be FCL (Full Container Load) or LCL (Low Container Load) and number of containers in the techno-commercial bid. In case the same is not feasible, indicate the volume and weight of the consignments.*
- iii. *Exchange rate for the foreign currencies shall be considered as on final scheduled techno-commercial bid opening date. Exchange rate shall be taken from the website of RBI.*
- iv. *Landed Costs shall be calculated on FOB Costs considering the following:*
  - a. *Freight, Insurance and Clearance Charges (as per the port of Loading) till receipt of material in MIDHANI.*
  - b. *Duties applicable after considering CENVAT benefits.*
  - c. *Interest Charges for normalizing payment terms (if any), based on State Bank of India (SBI) cash credit rate as on techno-commercial bid opening date.*
  - d. *LC charges prevailing as on techno-commercial bid opening date as per SBI taking into account the Delivery Period.*
  - e. *Pre Dispatch Inspection/Training Charges, if any, for Inspection by MIDHANI.*
- v. *Freight charges whichever is lower either (i) from offer, in case of other than FOB price or (ii) our internal prices in case of FOB Price shall be considered.*

**12.1. 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

12.2. **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.
- c. Performance Bank Guarantee for 10% Order Value valid till Guarantee Period.

Note: Bank Guarantees shall be confirmed through SBI, Frankfurt/ SBI, Newyork / any Nationalised bank or Scheduled Bank encashable in India. BGs shall have an additional claim period of Three months.

**13. ARBITRATION :**

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

**14. 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, India.

**15. INSURANCE :**

Marine Insurance Coverage will be arranged by the Purchaser hence tenderers should quote only FOB/FAS Price.

**16. 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.

**17. 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.

**18. PACKING :**

The material should be securely packed and properly marked to avoid Loss & Damage in Transit.

**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 of Tender. Each addendum issued shall form a part of the original tender documents to be reviewed as required.

**20. 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.

**21. DELIVERY:**

As per Clause 4 of Annexure – I.

**22. QUERIES/CLARIFICATION:**

Queries/Clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by Fax/Letter direct to the Dy. General Manager (Purchase), Mishra Dhatu Nigam Limited, Hyderabad – 500 058 (FAX : 040 – 24340764).

**23. 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.

**24. 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.

**25. MODE OF SUBMISSION OF TENDER :**

Tenders shall be submitted as per the Procedure Indicated at Annexure.

Tenders 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. & Due 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.

**26. 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 tenders or their authorization 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 & 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.

**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 "Tender" 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.

**CONTRACTOR:**

The term "Contractor" shall mean the Tenderer whose Tender has been accepted and shall include his / its heirs executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID"

**TENDER No: MDN/PUR/0472042/PC/ADVT/145/17-18**

**Date: 04.09.2017**

**for GRAPHITE LUMPS, SIZE: 5-20M**

ALONG WITH **EMD**

**DUE DATE: 26.09.2017**

To

THE ADDL. GENERAL MANAGER (PUR & STORES)

MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID"

**TENDER No: MDN/PUR/0472042/PC/ADVT/145/17-18**

**Date: 04.09.2017**

**for GRAPHITE LUMPS, SIZE: 5-20M**

To

THE ADDL. GENERAL MANAGER (PUR & STORES)

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/0472042/PC/ADVT/145/17-18**

**Date: 04.09.2017**

**for GRAPHITE LUMPS, SIZE: 5-20M**

**DUE DATE : 26.09.2017 AT 10.30 AM**

CONTENTS:

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

To

THE ADDL. GENERAL MANAGER (PUR & STORES)

MISHRA DHATU NIGAM LIMITED

PO: KANCHANBAGH,

HYDERABAD - 500 058. 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



**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 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 ..... hereinafter called the said Contractor(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. .... dated ..... for .....(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs .....(Rs ..... 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/ ..... (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/ ..... (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/ ..... (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 NAME