

MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

P. O Kanchanbagh, Hyderabad – 500058 (TELANGANA), India.

Corporate Identity Number : U14292AP1973GOI001660

Phone: 040 – 24340001 (10 Lines), 24184202, Fax: 040 – 24340764

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Tender Notice No. : MDN/PUR/0760076/CG/ADVT/LM/302/16-17, Date: 24/02/2017

Start of Issue of Tender Documents:	24/02/17 at 11.00 Hrs
End of Issue of Tender Documents up to:	23/03/17 up to 17.00 Hrs
Receipt of Tender on or before:	24/03/17 by 10.30 Hrs
Opening of Tender Date:	24/03/17 at 11.00 Hrs

Item Description and Quantity:

- 1. Design, Manufacture, Supply, Supervision of Erection And Commissioning Of Vertical Turning Lathe Machine With Standard And Optional Accessories –1 No's.**

Note:

- EMD:** All bidders shall submit an EMD amount of INR 2,00,000/USD 3000 in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof or Bank Guarantee shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. Bank Guarantee shall be valid for a period of 180 days.
- Tender Fee:** All bidders shall submit Tender fee amount of INR 1,000/USD 15 in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof in favour of Mishra Dhatu Nigam Limited through scheduled Bank payable at Hyderabad.

iii) **All Bank Guarantees (EMD/SD/PBG) submitted:**

- a. In Indian Currency – Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India.
- b. In Foreign Currency – Shall be from SBI, Frankfurt/ SBI, Newyork/ any Nationalized Bank or Scheduled Bank encashable in India.
- c. All Bank Guarantees shall have an additional claim period of three months from the date of expiry except EMD and in our prescribed formats only.

iv) **Bank Details:**

Name of the Firm : M/s. Mishra Dhatu Nigam Limited
PAN No. : AABCM6345A
Bank Name : HDFC Bank Ltd.
Branch Address : Lakdikapul Branch, Hyderabad.
Account No. : 00210330000440.
IFSC Code : HDFC0000021
MICR Code : 500240002
SWIFT Code : HDFCINBBHYD
Type : Current account.

List of Tender Documents:-

		Pages
• Technical Specification & scope of work	Annexure – I	12
• General Terms & Conditions for Indigenous Offers	Annexure – II	05
• General Terms & Conditions for Import Offers	Annexure – III	06
• Procedure to be followed for Submission of Tender	Annexure – IV	01
• Bank guarantee Format for earnest money deposit	Annexure – V	02


Nitesh S
Dy Mgr (Pur)

VERTICAL TURNING LATHE MACHINE**General :**

The equipment is required for machining of Titanium alloys, Super alloys, Stainless steels of forged, annealed/aged products having hardness and tensile strength up to 40HRC and 140 kg/mm² respectively. The equipment should be heavy duty, have rigidity to carryout machining of these materials.

Scope of supply :

- Design, Manufacture, supply, super vision of erection and commissioning of one no. Heavy duty conventional Vertical Turning Lathe with all standard accessories including hydraulic, electrical and control systems, inter connecting cables, piping etc.
- **Type:** Heavy duty Vertical Turning Lathe complete with all accessories required for machining of rings and forged discs of above materials.
- The heavy duty vertical Turning Lathe machine shall be capable of performing Turning, facing, Grooving, etc.
- Conventional Vertical Turning Lathe with movable cross head and with tool post suitable for machining of following range of products

RINGS :

- | | | | |
|---|----------------|-------|---------------|
| ➤ | Outer Diameter | ----- | 500- 2000 mm |
| ➤ | Wall Thickness | ----- | 80 – 350 mm |
| ➤ | Height | ----- | Up to 1000 mm |

DISCS :

- | | | | |
|---|----------|-------|---------------|
| ➤ | Diameter | ----- | 1800 mm |
| ➤ | Height | ----- | Up to 1000 mm |

Specification & Sizes :

- Table Diameter ----- 2000mm
- Turning Height ----- 1000mm
- Table Speeds ----- 3 to 100 rpm
- Feed per Revolution ----- 0.05 to 3 mm at nominal speeds
- Max weight of work piece ----- 6000 – 7000 KG

1) DESCRIPTION:

(I) Heavy duty, rigid with movable cross slide, conventional vertical Turning lathe. Consisting of main units like

- Rigid table rotating on antifriction bearings equipped with 4 jaws manually operated chuck. (Chuck is a part of the Machine).
- The base and table shall be with numerous ribs to ensure necessary rigidity.
- Main base unit with table of dia 2000mm having radial T slots and central bore suitable to accommodate jobs up to 2000 mm OD and table motor power suitable for carrying out machining above mentioned sizes, Grades of materials (approximately 60KW).
- Top Ram and movable cross slide.
- Ram head assembly and Tool holders to hold 40X40 mm shank tools.
- Swiveling Ram Housing for Taper Turning operation.
- Design and manufacturing of sliding parts with a required hardness, to be ensured to avoid wear and tear during operation. (Approx. 60 HRC).
- Necessary machine guard to be provided.
- Any other accessories/unit required for machining of above mentioned sizes of jobs / materials are to be provided.

(II) Feature Required :

- DRO reading and display with output
- Auto centralized lubrication
- Hydraulic Power Pack
- Coolant equipment with coolant tank, pump, and piping to have forced coolant flow. Necessary arrangement to be provided for preventing coolant splash during operation of the machine
- Swiveling electrical control panel
- Electrical suitable for 3ph, 415V +/- 10%, 50Hz +/-3%, AC power supply.
- Arrangement for dissipation of heat generated by Hydraulic Oil to be provided.

2) Optional Accessories Required :

- Special jaws to be provided with jaw height of 100mm, 200mm, 300mm for machining of 1000mm tubes.
- 5 Pocket Turret Head with provision for boring bar (Min 500mm length), Turning operations.

3) Make of electrical and Hydraulic items to be as below:

- | | | |
|------------------------------------|-------|-------------------------|
| • Electrical Motor | ----- | Siemens/ABB/Marathon |
| • All Electrical Switch Gears | ----- | Siemens / L&T/Schneider |
| • AC Servomotors & Drive (if used) | ----- | Bosch Rexroth / Siemens |
| • Hydraulic Valves and Pumps | ----- | Rexroth only |
| • PLC & HMI (If used) | ----- | Siemens |
| • Electrical MCC Enclosure | ----- | Any Standard |
- (Any special cable required for PC connectivity for configuration and maintenance of drive shall be supplied along with at the drive.) J. P. K.*

4) Documents to be supplied with Machine:

- Five sets of hard copies and one soft copy of following to be provided :
- Operation, maintenance manuals and assembly drawings
- Catalogues/Brochures of all bought out items
- Electrical Circuit diagram, PLC program back up (If Used), drive parameter list & back up.
- Hydraulic Circuit diagram
- Manufacturing drawings of all wear out parts
- List of spares (Mech, Elec, Hydraulic) indicating relevant code no's.
- General arrangement and foundation drawings and detailed civil foundation drawings.
- One soft copy of above mentioned documents which are feasible to be provided.

5) Training: Training on operation & maintenance of the machine shall be provided.

6) Pre-Dispatch Inspection: Pre-Dispatch inspection of Machine will be carried out by Midhani representatives as per supplier's standard test chart.

7) Guarantee Period: Performance guarantee of equipment shall be 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.

8) Delivery Period: Shall be 12 months from the date of P.O. from MIDHANI.

9) Civil Works: Shall be in the scope of Midhani, however Party has to provide foundation and Layout drawings along with embedded parts atleast 3 months before supply of machine.

10) Spares for two year trouble free operation (Optional): Party to quote list of spares (Mechanical, Electrical and Hydraulic) required for two year trouble free operation with price break up item wise. The price quoted for 2 years spares will not be considered for arriving at the lowest bid.

11)General:

- Parties to submit offer as Two part bid , i.e. technical bid and price bid separately
- To indicate the details of hydraulic oil and lubrication oil / grease to be used in the equipment and mention about scope of supply for 1st fill and flushing oil. Preferable Hydraulic Oil is Servo System 68.
- Parties to indicate floor space required height and weight of the equipment approximately.

12) Pre – Qualification Criteria:

Sl. No	Criteria	Documents for confirmation
01	<p><u>Eligible Party:</u></p> <p>a) Should have been established and operating since at least 5 years before 28th February, 2017.</p> <p>b) Should be a Manufacturer of the Equipment.</p>	Certificate of Incorporation issued by the Registrars of Companies with proof of address.
02	<p><u>Annual Turnover</u></p> <p>Should have a minimum average annual turnover of INR 05 Crores in previous three financial years ending 31st March 2016 or 31st December 2016.</p>	Audited annual accounts
03	<p><u>Solvency Certificate:</u></p> <p>Submission of solvency certificate for Rs.1 crore issued not earlier than 6 months from 28th February, 2017.</p>	<p>a) In case of Indian parties it should be issued by nationalized or scheduled bank from INDIA.</p> <p>b) In case of foreign parties it should issued/confirmed by a Nationalized or schedule bank of India.</p>
04	Should have PAN/ TAN/TIN/Excise registration Number.	<p>a) Copy of registration certificate for Indian parties.</p> <p>b) Not applicable, in case of foreign parties.</p>
05	<p>Technical Experience:</p> <p>Should have supplied and commissioned at least 3 VTLs out of which, one shall be of 2mtrs or higher capacity in the last 5 years ending 28th February, 2017.</p>	<p>Contract reference & other documentary evidence for successful commissioning to be submitted.</p> <p>Parties have to give the details of previous supplies and contact person full details for reference. Depending upon the feedback Midhani has the right to consider the offer for procurement.</p>
06	Unconditional acceptance of all commercial terms and condition	Self certificated document to be submitted

GENERAL TERMS AND CONDITIONS FOR INDIGENOUS OFFERS

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 make 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 IS 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. **DELIVERY:**
Within 12 months from the date of Purchase Order.
7. **TERMS OF PAYMENT:**
90% value along with 100% taxes & duties against receipt after Pre Dispatch Inspection at your works.

Balance 10% payment shall be done after acceptance of the material at our end, successful commissioning and against submission of Performance Bank Guarantee for 10% value of the order valid till Guarantee Period.

8. **WARRANTY/GUARANTEE:**
Performance guarantee of equipment shall be 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
9. **TO RECOVER LIQUIDATED DAMAGES:**
In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
10. **RISK PURCHASE:**
The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
11. **PACKING:**
The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.
12. **VALIDITY:**
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE OPENING OF QUOTATION.
13. **RIGHT OF ACCEPTANCE:**
THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.
14. **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.
15. **JURISDICTION:**
All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, India.
16. **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.
17. **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.

18. 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 Contract in the form of Bank Guarantee. The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations 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 to the Terms & Conditions of the contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

19. EARNEST MONEY DEPOSIT:

The tender must be accompanied by an EMD amount of 2,00,000/- INR in the form of DD drawn in favour of the purchaser through scheduled Bank payable at Hyderabad or Bank Guarantee shall be enclosed with Techno-Commercial Bid.

Tenders not accompanied by Earnest Money Deposit will be liable for rejection. The earnest money shall be kept deposited for 180 days. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited.

On the acceptance of the tender, but not earlier than the expiry date of the period for which the tender is kept open, the earnest money will be returned to the unsuccessful tenderers. Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

On the tender being accepted by the Purchaser, if so, required by the Purchaser as its option an agreement in respect of the Contract will be signed and executed by and between the Purchaser and the successful tenderer. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to duly sign the agreement within the period fixed by the Purchaser as indicated above, the earnest money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

The Earnest Money shall be returned to all the firms after finalization of the tender. EMD of successful tenderer shall be returned after submission of Security Deposit.

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 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 Dy. Manager (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:

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

OR

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

25. SUBMISSION OF TENDER:

Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribe our Tender Number and due date.

The tenders received after the stipulated time (11:00 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) along with DD / Bank Guarantee for Rs. 2,00,000/- (Rupees Two Lakhs only) towards Earnest Money Deposit
2. Part II: Price Bid.

EMD: (Envelope No. 1(a)), in the form of Demand Draft or Bank Guarantee should be submitted separately superscribing as "EMD" indicating the tender No. & due date of opening, duly sealed and kept in Envelope No: 1(a). Offers received without EMD will be summarily rejected.

Techno-commercial (Un-priced) Bid: (Envelope No. 1(b)), 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 Terms indicating the tender No. & due date of opening duly sealed and kept in Envelope No. 1(b).

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 three Envelopes should be kept in envelop 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.

Techno-commercial Bids (un-priced) & price bids of tenderers received without EMD will be summarily rejected. 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.

CONTRACTOR:

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

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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 180 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.

- i. Customs Tariff Code for various components shall be indicated in the offer.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

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:

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

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. 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.

12.3. Taxes & Duties:

All statutory customs/import duties, taxes, fees, cess & levies, etc. in India on the imported goods on amount payable in foreign currencies shall be borne and paid by the Purchaser.

Income tax (Withholding Tax) in India, if leviable and other taxes in relation thereto on any other account shall be borne and paid by the successful Supplier. The successful supplier shall be liable to file tax returns with respective income tax authorities as required under the Indian Income Tax Act.

All payments under the Purchase Order to the successful tenderer shall be subjected to deduction of taxes at source at the applicable rates in force as per the provisions of the Indian Income Tax Act or Double Taxation Avoidance Treaty whichever is more beneficial to the tenderer. Where the benefits of double taxation are to be availed, it shall be the responsibility of the tenderer to furnish the Tax Residency Certificate to the Purchaser required under the Indian Income Tax Act.

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, Andhra Pradesh, India.

15. WARRANTY/GUARANTEE:

A Guarantee Certificate for the equipment for 12 months from the date of commissioning is to be submitted towards any design, fabrication, workmanship defects etc. in case, any defects are noticed the same should be repaired / replaced free of cost.

16. INSURANCE :

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

17. 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.

18. 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.

19. PACKING :

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

20. 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 Contract in the form of Bank Guarantee. The security deposit shall be for the due and faithful performance of the contract and shall remain binding not withstanding such variations, alterations 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 to the Terms & Conditions of the contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

21. EMD CLAUSE :

All bidders shall submit an EMD amount equivalent to INR 2,00,000/USD 3000 in the form of DD through Scheduled Bank payable at Hyderabad or Bank Guarantee shall be enclosed with Techno-Commercial Bid. If EMD is not found enclosed, such offers would be liable for rejection. Bank Guarantee shall be valid for a period of 180 days.

22. 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.

23. DELIVERY:

Within 12 months from the date of Purchase Order.

24. 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. Manager (Purchase), Mishra Dhatu Nigam Limited, Hyderabad – 500 058 (FAX : 040 – 24340764).

25. 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.

26. 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.

27. 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 conforming to above shall be summarily 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 :

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.

29. 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 FEE & EMD ENQUIRY NO. MDN/PUR/0760076/CG/ADVT/LM/302/16-17

DATE: 24/02/2017

DUE DATE : 24/03/2017 @ 1100 HRS.

To

THE ADDL. GENERAL MANAGER (PURCHASE)

MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID"

ENQUIRY NO. MDN/PUR/0760076/CG/ADVT/LM/302/16-17

DATE: 24/02/2017

To

THE ADDL. GENERAL MANAGER (PURCHASE)

MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

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

ENVELOPE NO: 3:

TENDER NO.

ENQUIRY NO. MDN/PUR/0760076/CG/ADVT/LM/302/16-17

DATE: 24/02/2017

DUE DATE : 24/03/2017 @ 1100 HRS.

CONTENTS:

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

To

THE ADDL. GENERAL MANAGER (PURCHASE)

MISHRA DHATU NIGAM LIMITED

PO: KANCHANBAGH,

HYDERABAD - 500 058.

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./USD _____ towards earnest money in lieu of cash.
2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent / Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. WE (Bank Name and Address) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and /or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender(s) or till date: _____ whichever is earlier and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD_____ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., _____ we shall be discharged from all the liabilities under this guarantee.

Date: _____ (Bank Name and Address)

Signature of duly

Authorized person

On behalf of the Bank

With seal & signature code