

**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

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

Phone: 040 – 24340001 (10 Lines), 24340165, Fax: 040 – 24340764

e-mail ID: mrinmoy.saha@.com website: [www.midhani.com](http://www.midhani.com)

Tender Notice No. : MDN/PUR/1673009/GC/ADVT/024/17-18 Dated: 28/04/2017.

Start of Issue of Tender Documents: 28/04/2017 at 11.00 Hrs  
End of Issue of Tender Documents up to: 29/05/2017 up to 17.00 Hrs  
Receipt of Tender on or before: 30/05/2017 by 10.30 Hrs  
Opening of Tender Date: 30/05/2016 at 11.00 Hrs

**1. DRY NITROGEN GAS MIN PURITY 99.9% TO BE SUPPLIED IN MIDHANI CYLINDERS / SUPPLIERS CYLINDERS**

(Detail as per Specification)

Note :		Quantity
1.	CONFIRMATION CERTIFICATE FOR THE QUANTITY OF GAS FILLED IN EACH CYLINDER, TO BE GIVEN BY SUPPLIERS	4000 CMT
2.	MIDHANI MAY CONSIDER PLACING REPEAT ORDER FOR THE P.O. QTY ON THE SAME TERMS & CONDITIONS	
3.	DURATION PERIOD OF THE PO SHALL BE FOR TWO YEARS OR COMPLETION OF QTY WHICH EVER IS LATER.	
4.	PARTY SHALL SUPPLY THE NITROGEN GAS IN THE SAME NUMBER OF EMPTY CYLINDERS SENT BY MIDHANI ON A GIVEN DAY	

i) **EMD** : All bidders shall submit an EMD amount of Rs 2,500/- (Rupees two thousand five hundred only) in the form of DD / Banker Cheque drawn in favour of Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof. If EMD is not enclosed, such offers are liable for rejection.

ii) **Tender Fee**: All bidders shall submit Tender fee amount of Rs 2,500/- in the form of DD / Banker Cheque drawn in favour of Mishra Dhatu Nigam Limited through scheduled Bank payable at Hyderabad.

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

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

GENERAL TERMS AND CONDITIONS FOR INDEGINEOUS 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 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 confirming 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.

Indicate freight charges, Cylinders Holding charges, Cylinder reconditions charges and other services charges applicable if any.

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 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. **DELIVERY:** As and when required , staggered basis, against call. up by stores.

7. **TERMS OF PAYMENT:**

100% Payment within 30 days after receipt and acceptance of the material at MIDHANI.

8. **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.

9. **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.

10. **PACKING:**

The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.

11. **VALIDITY:**

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

12. **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.

13. **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.

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. **S.S.I. UNITS:**

If Tenderer happens to be a SSI Unit with single point registration with NSIC, shall furnish SSI Registration Certificate Copy along with the Tender. SSI Units seeking exemption from payment of EMD/Tender fee shall furnish necessary documentary proof to the satisfaction of the Purchaser in terms of Government Guidelines. However no exemption will be given for submission of Security Deposit as per the present guidelines.

16. **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.

17. **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 from any Indian Scheduled Bank. 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.

**18. EARNEST MONEY DEPOSIT:**

The tender must be accompanied by an EMD amount of Rs 2,500/- (Rupees two thousand five hundred only) in the form of DD / Banker Cheque drawn in favour of Mishra Dhatu Nigam Limited, Hyderabad or through online payment with proof thereof. If EMD is not enclosed, such offers are liable for rejection.

Tenders not accompanied by Earnest Money Deposit will not be considered. 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.

**19. ADDENDA TO TENDER DOCUMENTS:**

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

**20. QUERIES / CLARIFICATIONS:**

For any technical clarification contact Shri P.Gurunath, ph No.040 24184362 and for commercial clarification contact Shri M.Saha ,DGM (Pur ),Ph No. 040- 24340165/24184535.

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

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

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

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

23. **BANKRUPTCY ETC.:**

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

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.

24. **SUBMISSION OF TENDER:**

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

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered.

25. **DEFINITIONS:**

**PURCHASER:**

The term "Purchaser" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

**TENDERER:**

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

**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.