

**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), 24340165, Fax: 040 – 24340764**

**e Mail ID: [snitesh@midhani.gov.in](mailto:snitesh@midhani.gov.in), website: [www.midhani.gov.in](http://www.midhani.gov.in)**

**Tender Notice No. : MDN/PUR/2860110/CG/ADVT/CM/317/116-17, Date: 14/03/17**

<b>Start of Issue of Tender Documents:</b>	<b>14/03/17 at 11.00 Hrs</b>
<b>End of Issue of Tender Documents up to:</b>	<b>10/04/17 up to 17.00 Hrs</b>
<b>Receipt of Tender on or before:</b>	<b>11/04/17 by 10.30 Hrs</b>
<b>Opening of Tender Date:</b>	<b>11/04/17 at 11.00 Hrs</b>

**Item Description and Quantity:**

**Intensive Counter Current Mixer For manufacture of Welding Electrodes- 01 No.**

**Note:**

- i) **EMD** : All bidders shall submit an EMD amount of 40,000/- INR / 600 USD 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.
- ii) **Tender Fee**: All bidders shall submit Tender fee amount of 1000/- INR / 15USD 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 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:-**

		<b>Pages</b>
• <b>Technical Specification &amp; Scope</b>	<b>Annexure – I</b>	<b>02</b>
• <b>General Terms &amp; Conditions for Indigenous Offers</b>	<b>Annexure – II</b>	<b>05</b>
• <b>General Terms &amp; Conditions for Import Offers</b>	<b>Annexure – III</b>	<b>05</b>
• <b>Procedure to be followed for Submission of Tender</b>	<b>Annexure – IV</b>	<b>01</b>
• <b>Bank guarantee Format for earnest money deposit</b>	<b>Annexure – V</b>	<b>02</b>

**Yours Faithfully**

  
**Nitesh S**  
**Dy. Manager (Pur)**

## SPECIFICATIONS

### Intensive Counter Current Mixer:

The equipment shall be capable for dry and wet mixing of fluxes with full load. The mixer pan shall be rotating opposite to the mixing stirrer rotation. The Deflector and Wall scrapper shall scrap the materials from the pan crib & bottom and push the same to the mixing stirrer.

Base frame: Base frame of the equipment shall be fabricated using Mild Steel. Entire equipment shall be mounted on the base frame. A rubber seal

Pan: The pan shall be rotating opposite to the stirrer rotation. Pan shall be fitted in inclined condition. Stationary Lid shall be provided on the pan. A rubber seal / gasket shall be fitted between pan and lid. A maintenance door shall be provided to the pan for maintenance purpose.

Pan Lining: Inside of the pan bottom and crib shall be lined with wear resistant steel. The liners shall be replaceable when worn out.

Pan tilting discharge: The pan shall be provided with Tilting arrangement for discharging the mixed fluxes. The pan shall be provided with a hydraulic ram cylinder unit and power pack. The pump shall be driven by AC motor (5hp min). During mixing, the pan lid shall be closed. When the mixing is completed, the top lid with high speed agitator shall be lifted from the pan by a hydraulic ram cylinder unit. The pan shall be tilted by another hydraulic ram-cylinder unit and discharge entire mixed flux into a trolley.

Pan Rotating System: The pan shall be driven by AC motor (7.5hp min) through gear box. The mixing stirrer shall be made of wear resistant steel, properly machined and fitted with self aligning roller bearing housed into bearing housing with dust seals.

High speed mixing stirrer: The equipment shall be provided with high speed mixing stirrer for intensive mixing of materials. The mixing stirrer shall be made of wear resistant steel, properly machined and fitted with self aligning roller bearing housed into bearing housing with dust seals.

Scrapper: The equipment shall be provided with scrapper. The scrapper shall scrap the materials from the pan wall & bottom and push the materials to the mixing tools for intensive homogenous mixing.

Closed system: The mixer shall be fully closed to ensure minimum leakage of dust during mixing

Mixing time: The mixer shall be able to make a uniform homogeneous mix within 5 to 20 minutes of mixing operation

Electrical control panel: The equipment shall be provided with an Electrical control panel. The panel shall contain Incoming switch, contactors, Overload relays, push buttons, indicating lamps, volt meter, current meter, emergency push button, etc., Independent controls shall be provided for all operations. The speed

VFD Controller (ABB / Siemens only): The equipment shall be provided with Variable speed Frequency controller for variation of speed of the stirrer. The speed of the stirrer shall be shown in the digital speed meter.

Trolley Mechanism: The equipment shall be provided with Trolley mechanism for unloading the flux. The trolley shall be made of Mild steel. The axles, wheels and rollers shall be made of wear resistant steel. Trolley wheels shall be fitted with suitable bearing.

Arrangement for adding liquid binders on the lid: There shall be provision for addition of liquid binders into the flux during mixing.

View port on lid: A view port shall be provided on the lid for regular inspection of fluxes and extraction of samples.

Painting: The equipment shall be painted with two coats of primer and one coat of Synthetic enamel painting.

Weight of Charge : 100Kgs of dry flux + 30Kgs of binder  
Mixing time : 5 – 20 minutes  
Installed power of bowl : Suitable rating (7.5hp AC (min))  
(Capacity shall be suitably selected to ensure free rotation during dry and wet mixing of basic fluxes with full load)  
Installed power of stirrer : Suitable rating (10hp AC (min))  
(Capacity shall be suitably selected to ensure free rotation during dry and wet mixing of basic fluxes with full load)  
Pan size : Pan size shall be suitably selected to accommodate the weight of the charge  
Pan speed : Pan speed shall be suitably selected to have homogenous mix  
Lifting of Lid & Stirrer : By motorized hydraulic ram-cylinder unit  
Hydraulic pump motor : Suitable rating (5hp AC (min))

Siemens / ABB make motors only to be used.  
Siemens / ABB make VFD's only to be used.

- Should supply 2 sets of all the spares and tooling for trouble free operation
- Should supply additional 2 sets of stirrers, scraper blade, liners and the bowl
- Pre-dispatch inspection will be carried out at vendors location. If required, the trials will be carried out with our flux and liquid binder formulations
- Colour of the equipment will be informed by Midhani before pre-dispatch inspection
- Minimum two years of warranty / guarantee should be provided

**Erection and Commissioning:**

- The equipment has to be erected and commissioned in Midhani
- Midhani's flux will be used for commissioning.

**Other terms and conditions:**

- Reference list of customers with details of earlier supplies by the firm shall be submitted along with offer
- Operation and maintenance manual – 4 copies
- Shall submit drawings / sketches of all wear out parts – 4 copies
- General assembly drawings of the equipment – 4 copies

**EQUIPMENTS OR PARTS FROM CHINESE MANUFACTURERS ARE NOT ACCEPTABLE**

GENERAL TERMS AND CONDITIONS

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

7. TERMS OF PAYMENT:

**For Supply:** 90% value along with 100% taxes & duties against receipt after pre dispatch inspection at your works

**For Erection & Commissioning:** 90% value along with 100% taxes against successful commissioning on Indentor's Certification.

Balance 10% payment of both supply and service 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:**  
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.
9. **INSPECTION:**  
Pre-despatch Inspection shall be carried out at Supplier's works by the Purchaser as per Description & specification. Inspection time to Midhani' Account.
10. **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.
11. **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.
12. **PACKING:**  
The stores should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.
13. **VALIDITY:**  
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE OPENING OF QUOTATION.
14. **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.
15. **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.
16. **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.
17. **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.**
18. **MSME UNITS:** Please confirm whether you are MSME UNIT or MSME UNIT owned by SC/ST Entrepreneur.If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.

19. 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.

20. EARNEST MONEY DEPOSIT:

The tender must be accompanied by an EMD amount of 40,000/- 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.

21. 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.

22. 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. Gen. Manager (Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764).

23. 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.

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. 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.

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 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.

27. 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. 40,000/- (Rupees forty thousand 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.

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 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. 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.

**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:**

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. 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, 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. DOCUMENTS REQUIRED FOR PAYMENT :**

The Tenderer shall confirm that in the event of order, the following documents will be furnished for each lot/consignment for purposes of payment.

- a) Clean on Board Bill of Lading of conference line vessel as defined in INCO TERMS 2010.
- b) Shipping Company Certificate that shipment can be arranged by sea worthy vessel which is not more than 25 years old classed 100 A1 by Lloyds or equivalent classification Society and approved by General Insurance Corporation of India.
- c) Signed Invoice for the goods dispatched.
- d) Certificate of Origin.
- e) Packing list.
- f) Test/Manufacturer's Certificate.

**17. INSURANCE :**

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

**18. 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.

**19. 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.

**20. PACKING :**

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

**21. 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 discharges all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

**22. EMD CLAUSE :**

All bidders shall submit an EMD amount equivalent to 40,000/- INR 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.

**23. 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.

**24. 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.

**25. DELIVERY:**

Within 2 months from the date of Purchase Order including erection & commissioning.

**26. 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).

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. INSPECTION:**

Pre-despatch Inspection shall be carried out at Supplier's works by the Purchaser as per Description & specification. Inspection time to Midhani' Account.

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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/2860110/CG/ADVT/CM/317/16-17  
DATE: 14/03/2017  
DUE DATE : 11/04 /2017 @ 1100 HRS.

To  
THE DY. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II "PRICE BID"

ENQUIRY NO. MDN/PUR/2860110/CG/ADVT/CM/317/16-17  
DATE: 14/03/2017

To  
THE DY. 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/2860110/CG/ADVT/CM/317/16-17  
DATE: 14/03/2017  
DUE DATE : 11/04/2017 @ 1100 HRS.

CONTENTS:

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

To  
THE DY. 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