

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (Telangana), India
Phone: 040-24184453, Fax: 040-24340764
Website: www.midhani.com

Tender Notice No: MDN/PUR/5467105/OF/ADVT/250/2016-17

Date: 28.12.2016

Issue of Tender Documents up to : 26.01.2017 @ 17:00 Hrs.

Receipt of tender on or before : 27.01.2017 @ 10:30 Hrs.

Opening of Tender Date : 27.01.2017 @ 11:00 Hrs.

CONVERSION OF GRINDING DUST TO VALUABLE PRODUCTS

List of Tender documents:

		Pages
1. Spec. & Scope of Work	- Annexure-I	1
2. Terms & Conditions	- Annexure-II	3
4. Bank Guarantee format for (EMD)	- Annexure-IV	2
5. Form of Bank Guarantee in lieu of Security Deposit	- Annexure-V	2

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

Tender details:

CONVERSION OF GRINDING DUST TO VALUABLE PRODUCTS

S.No	Specification	Qty (MT)
1	As per Annexure-I	20

Note: Price bid shall be submitted in Rs/Unit.

Tender Fee (Non-Refundable):

All bidders shall submit an Tender Fee amount of Rs. 1,000/- (Rupees One Thousand Only) in the form of DD/Banker's Cheque from a Nationalized Bank/ Scheduled Commercial Bank drawn in favor of Mishra Dhatu Nigam Limited, Hyderabad or through online payment with Proof thereof shall be enclosed along with Offer.

Earnest Money Deposit (EMD):

All bidders shall submit an EMD amount of Rs. 20,000/- (Rupees Twenty Thousand and Five only) in the form of Demand Draft/ Banker's Cheque from a Nationalized Bank/ Scheduled Commercial Bank drawn in favor of Mishra Dhatu Nigam Limited, Hyderabad or through online payment with Proof thereof or Bank Guarantee (in our prescribed format Annexure-III) confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank encashable in INDIA shall be enclosed along with Offer. Bank Guarantee shall be valid for a period of 90 days.

"If EMD is not found enclosed, such offers are liable for rejection"

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

In case of Bank Guarantee submitted, it should be as per format enclosed at Annexure – IV to tender document, and In Indian Currency from a Nationalized Bank or Scheduled Bank encashable in India.

The security deposit shall be valid till completion of supply of PO quantity with a claim period of 3 months from the date of expiry of Bank Guarantee and shall remain binding not withstanding such variations, alternations or extensions of time as it may be made, given, conceded or agreed to between the Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer shall be subject to the terms & conditions of the contract/PO finally concluded between the parties. The Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof. Security Deposit shall be refundable after material is received and accepted.

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.

for Mishra Dhatu Nigam Limited


सुजन मंडल / SUJAN MONDAL
साथक पत्रकार - कय
Assist. Manager - Purchase

Annexure— 1

Specification for Conversion of grinding dust to valuable products

1. The Metallic grinding dust generated at Midhani is in form of lump, loose powder. It contains metallic elements like Ni, Cr, Mo, V, Ti, Mn, Co, Al, Fe etc.
2. Midhani will issue the grinding dust as free issue material.
3. The vendor should recover the metals from the dust and it should return it to Midhani in solid form.
4. Recovery of individual metals would be preferred.
5. The vendor should disclose the processes route adopted for conversion.
6. The processes should be designed to ensure maximum yield of metallic elements.
7. The transportation of Dust from Midhani and collection of recovered metals will be taken care by Midhani.
8. Inspection during the process can be done by Midhani representatives.

TERMS AND CONDITIONS FOR JOBWORKS

- 1.) **EXCISE DUTY:**
 - a. The input materials will be issued under current Central Excise Rule. No Excise Duty is therefore applicable. The duplicate copy of Excise Challan is to be filled –in properly and returned along with finished material.
 - b. As per the latest guidelines of central Excise Rules, the material issued to the job-Worker is to be returned to the Parent factory within 180 days from the date of issue.
 - c. The above shall be governed by the Central Excise Tariff & Procedure as applicable.
- 2.) **TAXES:** Sales tax is not applicable since it is Job Work. However, if any other taxes are applicable /payable by the purchaser, the same must be specifically stated in the offer failing which offer will be considered as inclusive of all taxes.
- 3.) **PROCESS LOSS:** Party shall provide material accounting statement.
- 4.) **INDEMNITY BOND:** The successful tenderer shall submit Indemnity Bond covering the value of free issue material as directed by the Purchaser. The value of the material will be furnished at the time of placement of order.
- 5.) **INSURANCE:** The successful tenderer shall take an Insurance policy covering all risks for the value of material issued by MIDHANI lying at his works.
- 6.) **PRICES:** Tenderers shall submit their quotation in terms of Rs. per unit. The prices shall be firm during the tenure of the Contract.
- 7.) **TRANSPORT:** To and From transportation shall be in the scope of supplier at his own cost.
- 8.) **DELIVERY:** To and Fro transport shall be arranged by MIDHANI.
- 9.) Tenderers shall submit their quotes in clear terms without any vague expressions.
- 10.) **MSME UNITS:** 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.
- 11.) Tenderers are requested to submit their offers according to Purchaser's Terms & Conditions.
- 12.) The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.

- 13.) **REPEAT ORDER:** Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place repeat order on the successful tenderer for an additional quantity up to 100% of the original ordered quantity.
- 14.) **COUNTER TERMS & CONDITIONS:** Where counter terms & conditions have been offered by the tenderer, the Purchaser shall not be governed by these unless specific acceptance has been given in writing in the order by the Purchaser.
- 15.) **INSPECTION:** The Purchaser reserves the right to get the finished/ semi-finished goods inspected during the course of progress of work at the Contractor's works
- 16.) **VALIDITY:** The offer should be valid for a minimum period of 90 days from the date of opening of the tender.
- 17.) **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.
- 18.) **JURIDICTION:** 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, Telengana.
- 19.) Tenders not conforming to Purchaser's terms & conditions shall be summarily rejected.
- 20.) **GENERAL DIRECTIONS OF THE WORK:** The contractor shall obtain instructions for carrying out the work pertaining to his Contract from the Purchaser or its authorized representative. The Contractor shall take care of the progress of the work through a qualified representative. Any instructions given to such representative shall be considered as having been issued directly to the Contractor.
- 21.) **RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:** The Successful tenderer is responsible for the due performance of the contract in all respects as per the Scope of work.
- 22.) **SUB LETTING OR SUB-CONTRACTING OF CONTRACT:** The Successful tenderer shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Purchaser.
- 23.) **LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT:** If the Contractor shall fail to complete the assigned work within the time prescribed in the Contract thereof, or extended time thereof, the Contractor shall be liable to pay the Purchaser as liquidated damages for such default, but not as a penalty, a sum calculated at the rate of 1% (One percent) of the Contract Price per week of delay, subject to a maximum of 10% (Ten percent) of the Contract Price. The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the work or from any other of his obligations and liabilities under the Contract.

- 24.) **RISK PURCHASE:** If the Contractor shall fail to complete the assigned work within the time prescribed in the tender/contract thereof, the Purchaser reserves the right to get the job done through other sources at the Contractor's cost & risk.
- 25.) **ADDENDA TO TENDER DOCUMENTS:** The Purchaser reserves the right to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clause 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.
- 26.) **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.
- 27.) **PAYMENT TERMS:** Payment of all the bills will be made within a period of 30 days from the date of receipt and acceptance of the materials at site.
- 28.) **TENDER OPENING:** The Tender will be opened in the presence of tenderers or their authorized representatives, who choose to be present. The representative should produce an authorization letter from the tenderer for attending the Tender opening
- 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. Telengana, 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/its heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

1. This deed of guarantee executed onday of by

(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favour of M/s. MISHRA DHATU NIGAM LIMITED., a government of India Enterprise incorporated and registered as a company under the Companies Act, 1956, having its registered office at P.O. Kancharbagh, Hyderabad – 500 058, state of A.P. India, herein after referred to as the “purchaser” (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Mishra Dhatu Nigam Limited (Purchaser) having agreed to exempt hereinafter called the said Contract(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. dated for(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs/ USD.....(Rs/ USD..... only), we (name of the bank, address) (hereinafter referred to as “The Bank”) at the request of Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs/ USD (in words.....) against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
3. We (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs/ USD (in words.....)
4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.
5. We (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be

enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.

6. We (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Not withstanding anything contained herein before, our liability is limited to a sum not exceeding Rs/ USD (in words.....) unless a claim is made on us in writing on or before (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at on the date, month and year first herein above written.

FOR AND ON BEHALF OF THE BANK WITHIN NAMED