

Mishra Dhatu Nigam Limited

A Govt. of India Enterprise

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

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Website: www.midhani.com

Tender Notice No: MDN/PUR/AP5961078/ADVT/045/17-18

Date: 22-05-2017

Issue of Tender Documents up to :12-06-2017 @ 17.00 Hrs.

Receipt of tender on or before : 13-06-2017 @ 10:30 Hrs.

Opening of Tender Date : 13-06-2017 @ 11:00 Hrs.

SUPPLY OF TUBULAR STEEL PIPES/ STRUCTURAL STEEL , MIDHANI

Note:

1. **EMD** : All the bidders shall submit EMD amount of Rs. 17,250/- (Rupees Seventeen Thousand Two Hundred and Fifty only) through online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com> purchase > Tenders >, EMD fee (Earnest Money Deposit)–ONLINE PAYMENT
Tender Fee: All bidders shall submit Tender Fee amount of Rs. 1000/- online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com> purchase > Tenders > Tender fee,–ONLINE PAYMENT

Acceptance criteria: As per Specifications & Inspection before Delivery

List of Tender documents:-

	Pages
1. Requirement & Specifications as per Annexure – I	01
2. GENERAL TERMS & CONDITIONS - Annexure- ii	05
3. Procedure for submission of tender- Annexure –III	01

SPECIFICATION

TUBULAR STEEL PIPES / STRUCTURAL STEEL ETC.

Sl.No.	Description	Qty	Unit
1	NB Tubes 65Φ 6.00 Mts Length	4.00	Tones
2	NB Tubes 50Φ 6.00 Mts Length	3.00	Tones
3	NB Tubes 25Φ 6.00 Mts Length	1.00	Ton
4	M.S Square Hollow Box Sections of Size : 49.50mm X 49.50mm X 4.50mm	6.00	Tones
5	M.S. Plate 8mm Thick X 1.25Mts X 6.00 Mts	1.00	Ton

GENERAL TERMS AND CONDITIONS FOR INDEGENOUS SOURCES

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The maker of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material confirming to I.S. 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 No., Tin No., VAT No. & date in the quotation.
 - i) If Excise duty or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such Excise Duty and other duties shall be allowed as applicable at sale point on the production of documentary evidence. The Contractor has to furnish transporters 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. **DESCRIPTION & SPECIFICATION:**
The description and specification offered in the offer will be binding on the tenderer and no alteration thereof will be permitted.
7. **AUTHORITY TO SUBMIT TENDER:**

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

8. **TERMS OF PAYMENT:**

Payment terms :100% payment within 30 days from the date of receipt and acceptance of material.

9. **TO RECOVER LIQUIDATED DAMAGES:**

In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of 1% of the total contract prices per week or part there of subject to a maximum 10% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.

10. **RISK PURCHASE:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.

11. EMD CLAUSE:

All the bidders shall submit EMD amount of Rs. 17,250/- (Rupees Seventeen Thousand Two Hundred and Fifty only) through online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com> purchase > Tenders >, EMD fee (Earnest Money Deposit)—ONLINE PAYMENT

12. PACKING:

THE MATERIAL 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 90 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. **IMPORTANT NOTE:**

- EITHER THE AUTHORIZED AGENT ON BEHALF OF THE MANUFACTURER OR THE MANUFACTURER DIRECTLY CAN BID IN THE TENDER BUT NOT BOTH.
- ONE AGENT SHALL NOT QUOTE FOR TWO MANUFACTURERS.

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, Telangana, India.

17. **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.

18. **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 P.Sindusha, Asst.Manager(Purchase), Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad – 500 058 (Fax No. 040-24340764) or e-mail to sindusha.p@midhani.com or ph.no: 040-2418 4334 /2434 0243 for commercial clarifications & Mr.M.P.Ramesh, Sr.Manager(Per) ph.no: 040-2418 4545 for technical clarifications.

19. **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.

20. **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.

21. **BANKRUPTCY ETC.:**

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

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

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.

22. **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.

23. **SUBMISSION OF TENDER:**

TENDERS SHALL BE SENT BY REGISTERED POST OR PUT IN PERSONALLY IN THE SEALED TENDER BOX LOCATED AT THE CORPORATE SECURITY GATE OF MIDHANI. THE TENDER COVER SHALL SUPERSCRIBED OUR TENDER NUMBER AND DUE DATE.

THE TENDERS RECEIVED AFTER THE STIPULATED TIME (10:30 HRS IST) AND DUE DATE, DUE TO ANY REASON WHATSOEVER WILL NOT BE CONSIDERED.

24. **MODE OF SUBMISSION OF TENDER:**

TENDERS SHALL BE SUBMITTED AS PER THE PROCEDURE INDICATED AT ANNEXURE.

TENDERERS ARE REQUIRED TO SUBMIT THEIR TENDERS IN TWO PARTS, NAMELY:

1. **PART I:** TECHNO-COMMERCIAL BID (UN-PRICED) WITH EMD.
2. **PART II:** PRICE BID.

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. & DATE OF OPENING. THE ABOVE IS FURTHER EXPLAINED IN GREATER DETAIL IN ANNEXURE - IV.

UNSEALED TENDER, UNSIGNED TENDERS, TENDERS WHO ARE INCOMPLETE OR OTHERWISE CONSIDERED DEFECTIVE ARE LIABLE TO BE REJECTED. ANY BID NOT CONFIRMING TO ABOVE SHALL BE SUMMARILY REJECTED.

25. **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.

26. 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.

27. Security Deposit :

Successful Tenderer(s) should furnish a Security Deposit @10% of the order value in the form of Crossed DD/BG from any Nationalized Bank within 10 days from the date of award of contract failing which MIDHANI has the right to forfeit the EMD and cancel the acceptance of the offer. The Security Deposit will entail no interest during the currency of the contract. The Security Deposit shall be valid upto completion of contract + 1 month. The Security deposit is liable to be forfeited on violation of any terms and conditions of the contract by the contractor and / or appropriated towards any loss that may be sustained by MIDHANI, which can be attributed to the contractor's negligence or towards any penalty levied on the contractor in terms of contract.

ANNEXURE – III

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID" TENDER No: MDN/PUR/AP5961078/ADVT/045/17-18
ALONG WITH EMD Rs.17,250/- DATE: 22-05-2017, DUE DATE: 13-06-2017
To
THE ADDLY. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID" TENDER No: : MDN/PUR/AP5961078/ADVT/045/17-18 DATE:22-05-2017
To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

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

ENVELOPE NO.3

TENDER No: : MDN/PUR/AP5961078/ADVT/045/17-18
DATE: 22-05-2017, DUE DATE: 13-06-2017

CONTENTS:

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

To
THE ADDL. GENERAL MANAGER (PURCHASE)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH,
HYDERABAD - 500 058. INDIA

NAME OF THE TENDERER: