



MISHRA DHATU NIGAM LIMITED
 (Government of India Enterprise)
 PO - Kanchanbagh
 HYDERABAD - 500058, TELANGANA STATE,
 INDIA
 Telephone : 91-40- 24340143
 Fax : 040-24340764
 Website: www.midhani.com
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MISHRA DHATU NIGAM LIMITED
e-Procurement NOTICE INVITING TENDER (NIT)
DETAILS OF e- TENDER CUM AUCTION NOTICE

1	ORGANISATION	Mishra Dhatu Nigam Limited
2	DEPARTMENT	Purchase
3	TENDER REFERENCE NUMBER	MDN/PUR/AP2061072/eADVT/319/16-17
4	NAME OF WORK	SUPPLY OF STRUCTURAL STEEL AS PER MIDHANI SPECIFICATION AT ANNEXURE-I
5	TENDER FEE	Rs. 1,000/-
6	EARNEST MONEY DEPOSIT (EMD AMOUNT)	Rs. 1,00,000/-
7	DELIVERY REQUIRED	As Per Annexure-I.
8	BIDDING TYPE	OPEN
9	TYPE OF QUOTATION	Item Rate
10	BID VALIDITY	90 Days
11	BID CLOSING DATE	06-04-2017, 10:30 Hrs.
12	OFFICER INVITING BIDS	AGM (PURCHASE)
13	BID OPENING AUTHORITY	AGM (PURCHASE)
14	ADDRESS	MISHRA DHATU NIGAM LIMITED PO - Kanchanbagh, HYDERABAD - 500058
15	CONTACT DETAILS	TECHNICAL-DM, Ph. 040-24184206, PMO Ph. 040-24184226. COMMERCIAL-AM, Ph. 040-24184334, 040-24340143, email ID: eprocure@midhani.com
*	All bids are to be submitted on-line on the website http://eprocuremidhani.nic.in	* No bid shall be accepted off-line.

MATERIAL SPECIFICATION, CONDITION OF SUPPLY etc.

- ❖ **Material Specification – Supply of 10mm thick Chequered plates of dimensions (1250 mm X 5000 mm) of FE-410 grade of B- quality & as per IS 3502 (2009).**
- ❖ **Supply of 6mm thick Chequered plates of standard dimensions 1250mm width x 5000mm length and above of FE- 410 grade of B- quality & as per IS 3502 (2009).**
- ❖ **Supply of ISMC 125 x 65 of standard length 6000mm.**
- ❖ **The make for the above materials SAIL / JINDAL / TATA / VIZAG STEEL only.**
- ❖ **Tolerance in weight is ± 2 to 3%.**
- ❖ **Condition of supply – The structural steel material should not have any bends & warps, should be durable, tough, tensile and should be in good condition.**

INDIAN STANDARD CODES

IS CODE	Subject
3502-2009	Specification For Steel chequered plate
808- 1989	Specification for steel rolled beam, column, channel and angle sections.
1161-1998	Specification for steel tubes for structural purposes
Any other relevant codes	

INSPECTION, ACCEPTANCE

- ❖ **DELIVERY PERIOD**: To be supplied within 15 days from the date of placement of order.
- ❖ Test certificates shall be submitted during delivery.
- ❖ **DELIVERY**: F.O.R. (Free on Rail/Road) MIDHANI

e-TENDER CUM AUCTION NOTICE

1. Tenders are invited on-line on the website <http://eprocuremidhani.nic.in> from the eligible bidders having Class III, Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India for supply of the following items:









Sl. No	MATERIAL	Estimated Requirement	
	Description & Specification	Quantity	Units
1	ISMC 125 X 65 mm (6.00 meters length) Acceptance Criteria : As per Annexure-I.	35	MT
2	M.S. Chequered Plate 10 mm thick (5.0 m X 1.25 m) Acceptance Criteria : As per Annexure-I	35	MT
3	M.S. Chequered Plate 6 mm X 1250 mm X 5000 mm Acceptance Criteria : As per Annexure-I	40	MT
4	M.S. ANGLE 65 mm X 65 mm X 6 mm Acceptance Criteria : As per Annexure-I	5	MT
5	M.S. PIPE CLASS B SIZE : 50 mm Acceptance Criteria : As per Annexure-I	5	MT



2. Time Schedule of Tender

Sl.	Particulars	Date (DD/MM/YYYY)	Time (Hrs. Mins)
a	Tender e-Publication date	23-03-2017	16:00
b	Document download start date	23-03-2017	16:00
c	Bid Submission start date	23-03-2017	16:00
d	Bid submission end date	06-04-2017	10:30
e	Technical Bid Opening date	07-04-2017	10:30
f	Start Date & time of Reverse Action	In normal circumstances, Reverse Action shall start within Two Days (MIDHANI working	

		days) from the Price Bid Opening Date & Time. Information regarding start Date & Time of Reverse Auction shall also be sent by system generated e-mail and SMS, but it shall be bidder's responsibility to check the MIDHANI e-Procurement portal after Bid Opening Date & Time to get the latest status / information regarding start Date & Time of Reverse Auction.
g	Tender-cum-auction:	After opening of bid, the system will show lowest F.O.R. Destination price for each item wise. The auction (reverse) shall be created for the tender, after opening of price bid.

DOCUMENTS TO BE UPLOADED BY THE BIDDER

Technical Bid in Cover One				
	Sl. No.	File Type	Document Description	
	1)	.pdf	TECHNO-COMMERCIAL BID	
	2)	.xls	ATC (AGREED TERMS AND CONDITIONS)	
	3)	.pdf	TENDER FEE AND EMD FEE DETAILS	
	4)	.pdf	OTHER IMPORTANT DOCUMENTS	

Price Bid in Cover Two				
	Sl. No.	File Type	Document Description	
	1)	.xls	PRICE BID (BOQ - BILL OF QUANTITY)	

3. INSTRUCTIONS TO THE TENDERS

- a. The Tender has to be submitted in TWO BID SYSTEM failing which the tender will be liable for rejection. All technical matters, Testimonials, credentials, commercial conditions has to be mentioned in Cover-I i.e. Technical Bid and Price has to be mentioned in Cover-II i.e. Price Bid (BOQ).(Note: The other commercial terms & conditions of your quotation/offer should be mentioned separately in **ATC (Agreed Terms and Condition)** which will be downloaded and upload the same in cover I). All bids are to be submitted on-line on the website <http://eprocuremidhani.nic.in> **No bid shall be accepted off-line.**
- b. No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate the applicable taxes and duties amount.

4. Technical Specification: Technical Specification containing the technical parameters for tendered item will be in PDF format and will be downloaded by the bidder and he will furnish all the required information in PDF file. Thereafter, the bidder will upload the technical specification of the quoted item in PDF file during bid submission. Non-compliance of any one specification parameter of the item will disqualify the bidder in that item. The Technical specification which is incomplete and not submitted as per instruction given above will be rejected.

5. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in respective folder. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction will be rejected.

6. The “General Terms & Conditions” as mentioned in the NIT shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

7. **Clarification of Bid:** The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. However, the management will clarify as far as possible the relevant queries. The clarifications given by the department will be visible to all the bidders or only the bidder who raised the clarification query, intending to participate in the tender.

8. **Submission of Bid:**

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal <http://eprocuremidhani.nic.in> with valid Digital Signature Certificate (DSC) of Class III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only.

b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

c. In case the Tender Committee finds that there is some error/omission in scanning & uploading the Technical Cover document by a bidder, the same will be specified on-line under shortfall documents by Evaluator normally within short duration of Technical-bid (Part-I) opening, indicating the start date and end date giving specific time for on-line submission by bidder. The bidder will get the intimation about this through a standard system generated e-mail and will re-upload the same within specified period. No additional time will be allowed for on-line submission of document.

9. **Tender Fee :** All bidders shall submit Tender fee amount of **Rs 1,000/-** in the form of Demand Draft/ Banker's Cheque drawn in favour of M/s Mishra Dhatu Nigam Limited, payable at Hyderabad or through online payment with proof thereof, shall be submitted to AGM (Purchase), MIDHANI P O Kanchanbagh, Hyderabad-500058. Please Indicate "Tender Fee for e-Tender" and enquiry number on the cover. The same shall be uploaded in the website, in the prescribed format.

10. **EARNEST MONEY DEPOSIT:** All bidders shall submit an EMD amount of

Rs. 1,00,000/- (RUPEES ONE LAKH ONLY)

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 (in our prescribed format as Enclosed herewith) confirmed by bankers of bidders favouring MIDHANI through a nationalized Bank / Scheduled Commercial Bank encashable in INDIA shall be enclosed along with tender (Techno-Commercial Bid). **If EMD is not enclosed, offers are liable for rejection.** Bank Guarantee shall be valid for a period of 90 days from the date of opening.

The scanned copy of EMD either DD or Bank Guarantee towards EMD shall be uploaded in the website along with the Techno-Commercial Bid and the same shall be kept in an envelope superscribing “EMD for e-Tender” mentioning details of Tender No. & Date of opening and the same shall be submitted to AGM

(Purchase), MIDHANI, P. O. Kanchanbagh, Hyderabad – 500058 before the due date and time.

11. **SECURITY DEPOSIT:** 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 as per format enclosed at tender document,

- i. 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 notwithstanding 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 will be subject the terms & conditions of the contract/PO finality concluded between the parties and 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 / equipment is received and accepted.

12. **Our Bank Details (for Online Submission of 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.

13. **Modification and Withdrawal of Bid:** The bidder may modify and resubmit the bid on-line as many times as he/she may wish, only before the deadline of submission of tender.

14. **Firm Price:** Price quoted shall be firm and fixed till complete execution of order.

15. **PRICES:** Prices quoted must be FIRM till delivery, otherwise the offer will be rejected. The destination point for delivery of materials will be as follows:

Item Sl. No.	Quantity	Consignee	Destination Point (Place of delivery of materials)
All items	Full Quantity	AGM (store) Mishra Dhatu Nigam Limited PO - Kanchanbagh HYDERABAD - 500058, INDIA	AGM (store) Mishra Dhatu Nigam Limited Central Stores PO - Kanchanbagh HYDERABAD - 500058, INDIA

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee. The bidders should quote their **unit rate** on FOR (Free on Road/Rail) destination basis in a specified format containing the breakup of applicable taxes and duties, freight, insurance and other components of the price in absolute value along with the basic price of each item. The L1 bidder will be decided by the system on the basis of landed price inclusive of all taxes and duties as applicable for each item. It will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements, as given by the bidders on-line. Non submission of any price component by bidder will be taken as 'zero' by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder. Bidders are requested to indicate Excise Duty and Service Tax separately in the BOQ wherever applicable.

16. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of

their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

17. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the MIDHANI, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the MIDHANI, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the MIDHANI.

18. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

19. **Currencies of Bid and Payment:** The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

20. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, MIDHANI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

21. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

22. **Laws Applicable:** The Contract (order) placed for supply covered by this tender shall be governed by the laws of Government of India for the time being in force.

23. **Force Majeure:** a) Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfill this agreement partially or wholly shall be regarded as force majeure and shall include causes such as Act of God, War Fires, Floods, Epidemics, Quarantines , Govt. Restrictions Strikes, Earth Quake. etc.

b)The occurrence of case of force Majeure shall be notified by the party affected by it to the other party immediately by cable/fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade/Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be . The same procedure shall be observed when the case of force majeure ceases.

24. The MIDHANI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

GENERAL TERMS AND CONDITIONS FOR TENDER

1 Any Order resulting from this invitation to tender shall be governed by this General Conditions of Contract and the supplier quoting 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 acceptance has 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 drawings should be forwarded along with the quotation. The maker of the items offered should be clearly specified. Items should be offered strictly conforming to our specifications. Deviations if any should be clearly indicated in the quotation. Test certificates must be produced and wherever required, stipulated samples should be forwarded along with the quotation. Items conforming to IS will be preferred.
- 4 **TAXES AND DUTIES:** If Excise duty or any other duties 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.

Sales Tax will be paid by the purchaser at the sale point if legally liable 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.

- 5 **DELIVERY:** Preference will be given to ex-stock offer. Suppliers submitting offer on forward, delivery basis must indicate the earliest guaranteed delivery date by which the material will be dispatched/ delivered free at our stores from the date of receipt of order. Offers indicating term such as 'Ex-stock' subject to prior sale, goods remaining unsold as early as possible will not be entertained. The date after the third day of issue of the order will be considered as the date of receipt of the order.
- 6 **RIGHT OF ACCEPTANCE:** The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. Within a period of six months from the date of completion of the order, the purchaser further reserves the right to place order on the successful tenderer for an additional quantity up to 100% of the original ordered quantity.
- 7 **TERMS OF PAYMENTS:** Payments of all the bills will be made within a period of 30 days from the date of receipt and acceptance of the material at site.
- 8 **INSPECTION:** The Purchaser reserves the right to get the stores inspected before commencement of supplies/ or on arrival at our factory by an inspecting officer authorized by the Purchaser. The Tenderer should be in a position to show and/ or send samples of materials on demand.
- 9 **PACKING:** The stores should be securely packed and properly marked to avoid loss or damage in transit by Rail/Road/Air.
- 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 the part there of Subject to a maximum of 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 failing which, the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
- 12 **GUARANTEE:** The supplier shall guarantee the stores supplied in respect of good design, quality

and workmanship for a period of 12 months from the commissioning or 18 months from the date of supply whichever is earlier.

- 13 VALIDITY:** The offer should be valid for a minimum period of 90 days from the opening of quotation.
- 14** In case the item offered is covered by DGS & D Rate Contract, the rate should be as per Registration Certificate and a copy of R/C should be enclosed with the offer.
- 15 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.
- 16 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.
- 17 JURISDICTION:** All questions, disputes 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.
- 18 ADDENDA TO TENDER DOCUMENTS:** The Purchase 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 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.

General guidelines and Process Flow for Tender cum Auction:

General guidelines and Process Flow for Tender cum Auction, if applicable are as under :-

- A** Reverse Auction will be initiated after opening of price bids, as specified by Tender Inviting Authority (TIA) as detailed above.
- B** There will be no participation fees for e-Reverse auction.
- C** Upon opening of the price bids, a reverse auction platform will be created, displaying only the item wise L1 price received.
- D** L-1 Landed price/cost to the company will be the start bid price for tenders Goods. The BOQ shall be designed taken into consideration CENVAT credit, VAT set off as applicable, so that it is reflected in the landed price. In this case Excise Duty, VAT shall be non-cenvatable and hence added to landed price.
- E** The L1 price/start bid price is Landed / cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder shall have to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.
- F** The L-1 Bidder after the reverse auction has to upload the breakup of Landed Price in the shortfall document. The detailed breakup of offered landed price uploaded by the bidder shall be considered and order if place shall be with the same breakup of prices. The L-1 bidder after reverse auction will be responsible to ensure that Landed rate as per the breakup of prices provided by him after the reverse

auction & L-1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and it will attract penal action. While giving breakup, the bidder will have to consider the same rate of taxes and duties as quoted while submitting the e-Price bid. In case the L-1 bidder fails to submit the breakup of landed price within 02 days, MIDHANI shall be at liberty to place order on the basis of breakup of the e-price bid submitted by the bidder along with the initial offer and same shall be binding on the bidder.

- G The decrement value will be 0.1% of the start bid price rounded off to the nearest Rupee. The reduction shall have to be made as per decrement value or in multiple thereof.
- H Initial period of reverse auction will be informed (Start date & time of auction shall be intimated online after opening of Bid). There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- I System protects bid and bidder information till auction gets over and displays current L1 price only to the bidders.
- J System provides bidder details along with bid documents at the end of reverse auction process.
- K The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- L If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- M Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- N MIDHANI will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to MIDHANI" by the vendor, like packing & forwarding charges, Taxes and duties, freight charges, Insurance, Service tax for services etc, to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.
- O The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- P Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- Q On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- R All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by MIDHANI will form a binding contract between MIDHANI and the bidder for entering into a contract.
- S Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- T If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
- U In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- V Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

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. _____ 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. _____.
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. Kanchanbagh, 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. Notwithstanding 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