

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (A.P.), India
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Tender Notice No: MDN/PUR/AP1672001/ADVT/028/17-18

Date: 29-04-2017

Issue of Tender Documents up to : 18-05-2017 @ 17.00 Hrs.
Receipt of tender on or before : 19-05-2017 @ 10:30 Hrs.
Opening of Tender Date : 19-05-2017 @ 11:00 Hrs.

**ALL INDIA TRANSPORTATION OF MATERIAL(INCOMING/ OUTGOING),
MIDHANI**

TECHNO-COMMERICAL BID

Note:

Tender Fee: All bidders shall submit Tender Fee amount of Rs. 1000/- in the form of DD/BC drawn in favour of Mishra Dhatu Nigam Limited through Scheduled bank, payable at Hyderabad or NEFT (with Proof thereof along with Techno Commercial Bid).

List of Tender documents:-

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INVITATION TO TENDER

Date: 29-04-2017

To

Sub: - **Contract for All India Transportation of materials – Incoming/Outgoing**

Ref: - Tender No. MDN/PUR/AP1672001/ADVT/028/17-18 dated 29-04-2017

Services are required from Scheduled Bank approved (i.e. licensed under IBA) and reputed transport contractors registered under the **Carriage by Road Act 2007**, owning large fleet of transport vehicles for transporting goods from various places to the factory of Mishra Dhatu Nigam Limited, (hereinafter called 'MIDHANI') and vice-versa.

1. **GENERAL TERMS & CONDITIONS:**

The General Terms & Conditions are given in ANNEXURE-I

2. **SUBMISSION OF TENDER:**

The tender shall consist of two parts viz: ANNEXURE-II – General information about the tenderer and the crossed DD/BG for Rs. 2,00,000/- towards EMD. ANNEXURE- VII – Price Bid. Each part shall be submitted in separate sealed covers superscribing the tender number and ANNEXURE- 'II' or 'VII'. The two envelopes, one containing the General Information(including crossed DD/BG Valid for 90 days towards EMD (ANNEXURE- II') and the other Rate Schedule (ANNEXURE- VII) shall be kept in another another cover and duly sealed. **The TENDER No.** MDN/PUR/AP1672001/ADVT/028/17-18 DT: 29-04-2017 **and Due DATE 19-05-2017 addressed to the Addl. General Manager (I/C Purchase & Stores), Mishra Dhatu Nigam Limited, PO: Kanchanbagh, Hyderabad-500 058 shall be dropped in the Tender Box kept at Security Post at our Corporate Office / reach on or before 10:30hrs of 19-05-2017 and the same shall be opened at 11-00 hrs of 19-05-2017 in the presence of accredited representatives of such tenderers who may choose to be present.**

- a) The details of the Transport organization are to be given in the Proforma as per ANNEXURE -I and a crossed Demand Draft/BG confirmed by bankers of bidders favoring MIDHANI through a Nationalized Bank/ Scheduled Commercial Bank en-cashable in INDIA for Rs.2,00,000/- valid for 90 days, drawn in favour of Mishra Dhatu Nigam Limited., Hyderabad towards the E M D should be enclosed alongwith it.

Tenders received without EMD will be rejected. 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

- b) The EMD will not bear any interest and will be returned to unsuccessful tenderers on finalization of the Tender. The EMD amount will be adjusted against the Security Deposit in the case of successful tenderers at their option.
- c) The Rate chart should be filled up indicating the rates as per the details given thereon. The rates shall be entered in ink or typewritten and the amount should be specified in figures as well as in words. Corrections or erasures in the quotations shall be avoided. However, if absolutely necessary, they shall be made only with full counter signature of the tenderer, who is authorized signatory to the Tender.
- d) Against "Signature of the tenderer", the tenderer shall sign and affix the official seal. Only authorized Signatory should sign the tender. 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 thereof will be permitted.

- e) Tender documents are not transferable.
- f) The tenders complete in all respects should be dropped in the Tender Box kept at Security Office in our Corporate Office before the Due Date and Time. Tenders received late will be rejected.
- g) General Information about the tender at Annexure-II
- h) Endorsement shall be duly signed and stamped as per Annexure –III
- i) Types of vehicles required are given at Annexure-IV
- j) Check List of Scrutiny as per Annexure-V
- k) UnPriced bid as per Annexure –VI shall be submitted along with Techno Commercial bid
- l) Procedure for submission of tender shall be as per Annexure-VIII
- m) A Separate Booklet for Price Bid is enclosed.

3. **OPENING OF TENDER:**

The Tenders will be opened on the date and time mentioned in the Tender Document enclosed.

4. MIDHANI reserves the right to change the Tender Schedule and also has the right to accept / reject any one or all tenders in part or in full or cancel the tender without assigning any reason(s) whatsoever.

GENERAL TERMS & CONDITIONS

1.0 SCOPE OF WORK:

- 1.1 The details of the work to be performed by the Transporter are given below:
- 1.2 To carry out all jobs such as collection of materials from various companies/firms as advised from time to time by MIDHANI or their authorized representative/s and transport them without any transshipment at any point except in case of "Small" consignments and deliver the same at Central Stores Department of MIDHANI at Hyderabad or any other Stores/Warehouse specified by MIDHANI.
- 1.3 To carry out all jobs such as collection of materials from ports after customs Clearance, load them into road transport vehicles, transport by Road without transshipment at any point, except in case of small consignments direct to Hyderabad and unload them at MIDHANI's site or any other Stores/Warehouse, specified by MIDHANI.
- 1.4 To carry out all jobs such as collection of materials irrespective of their value from MIDHANI or their authorized representative(s) and transport them and deliver the same to MIDHANI's customers as may be specified by MIDHANI.
- 1.5 MIDHANI shall not be liable to pay and shall not pay any compensation to the Employees / Servants/ Agents of the Transport Contractor for injuries/death of his workmen engaged in the operation etc., or for damages to vehicles or for any other expenses under any circumstances whatsoever and the transport contractor shall indemnify MIDHANI from all third party claims. The Transport Contractor shall ensure safety of his workmen engaged in the job. The transport contractor shall be held responsible for any damages that may occur to MIDHANI / MIDHANI employees due to negligence / lapses in the performance of duty. The transport Contractor shall be liable to pay the compensation for such damages as assessed by the company
- 1.6 The Transport Contractor shall maintain close liaison with the designated Clearing Agent and MIDHANI's representatives at Hyderabad or any other place and extend full co-operation.
- 1.7 The Transport Contractor shall arrange for transportation of FTL consignments from/to MIDHANI to/from stations as per the details mentioned in the dispatch documents.
- 1.8 Road permits where ever applicable shall be arranged by MIDHANI. However, any levies, duties etc., for the inter state movements of his Lorries/trucks/trailers used for the transportation of consignments of MIDHANI will be to the account of transport Contractor.
- 1.9 The Transport Contractor shall bear all rental charges for storage at Carriers godown or any other godowns for the goods under his custody during transportation and up to the time of delivery to MIDHANI.

2.0 Transportation of consignments from Ports

It shall be the responsibility of the Transport Contractor to provide sufficient number of vehicles of required /indented capacity or suitable trucks for transporting available loads at the Supplier's/Job Worker's/MIDHANI's site or at any port/place. It is necessary that such goods are cleared from the port premises within stipulated free time allowed failing which demurrage becomes payable by MIDHANI to the port trust authorities. Where it is established that such demurrages are payable due to the failure of the contractor, MIDHANI shall without prejudice to other remedies as per this agreement have the right:

- i) To recover such demurrage charges from the Transport Contractor at actual, and
- ii) To make alternative transport arrangements for movement of such goods and the extra expenditure, if any, in this regard shall be to the account of the Transport Contractor in addition to demurrage charges. Such extra expenditure and demurrage charges are recoverable by MIDHANI from the bills, if any, pending for payment with MIDHANI. If no bills are pending the Transport Contractor shall immediately arrange payment on receipt of Demand Notice from MIDHANI. Failure on the part of the contractor to arrange payment, the same shall be recovered from the Security Deposit and upon such act, the Transport contractor shall make good the short fall in the Security Deposit amount.

2.1 In the case of consignments booked through the transport contractor on account of MIDHANI, the transport Contractor shall deliver such consignments to MIDHANI, on MIDHANI's undertaking to produce the LR. No Demurrage shall be payable by MIDHANI on any of its consignments booked through the Contractor.

2.2 It shall be the responsibility of the Contractor to ascertain for himself information regarding description of goods to be transported and its value. He shall also collect necessary documents like Sales tax declaration, declaration of ownership of goods, copies of delivery challans, packing details, invoice copies waybills etc.

2.3 In the case of collection of consignments, which are required to be transported from any other station to Hyderabad, the Transport Contractor shall invariably collect the same from consignor's premises, every consignment, small or big and in case of consignments from MIDHANI, Hyderabad, the contractor shall invariably collect all items small or big from the premises of MIDHANI, Hyderabad, as advised and deliver to the consignee.

2.4 All consignments coming from outstation shall be delivered at MIDHANI's premises between 0930 hrs., to 1500 hrs., irrespective of weight or volume, with contractor's labour. Wherever, materials cannot be handled by manual labour, mechanical handling facilities, available at MIDHANI, will be provided to the extent possible free of cost. Materials will not be unloaded on Holidays. Protecting cover such as Tarpaulins shall be arranged by contractor to safeguard the goods while in Transit.

2.5 The Transport Contractor shall also be responsible for ensuring that collection/delivery of consignments at the premises of consignee/consignor in outside stations will be done without inconveniencing the parties and carryout his obligations under the contract only during their working hours/ days.

- 2.6 Normally 24 hours notice by telephone or by fax/email will be given for the transportation requirement either by MIDHANI or their Clearing Agents. However, in case of urgent requirement, Transport Contractor should be ready to supply lorries at short notice and shall not insist in such cases for advance notice as an excuse for inability to supply vehicles. The transporters should be in a position to arrange transportation from any place in India whether they have branches of their own or not as the transport contract shall be on All India basis.
- 2.7 In the event of default or failure to provide services by the Transport Contractor in the above circumstances, MIDHANI will make alternate arrangements without any further notice to the Contractor and the difference of payments incurred by MIDHANI would be recovered from the Contractor's pending bills. For this, the contractor has to submit an undertaking in the proforma enclosed to the above effect.
- 2.8 Transport Contractor has to provide suitable Trucks as requested to suit the loads required to be transported. In the event of providing other than the required capacity trucks/vehicles, the extra claim will be limited to the charges payable to the required trucks/vehicles.
- 2.9 The contractor shall operate good road worthy vehicles with taxes and levies paid up to date.
- 2.10 **MIDHANI will not give any guarantee with regard to loads/quantities.**

3.0 Rates:

- 3.1 The rates quoted should be inclusive of all charges except service tax.
- 3.2 Service tax will be paid by Midhani, directly to the authorities and hence the rates quoted shall be excluding service tax.
- 3.3 The consignments weighing less than 9 MT. would be charged as "Smalls" provided that in no case the total charges for smalls transported in open truck shall exceed the Full Truck Load charges. In respect of consignments of light/bulky character, the weights will be taken as 1.5 CuM=1000 Kgs., (1 CFT=19 Kgs.). Light & bulky consignments for the purpose means the weight of the package is less than 1.5 CuM. per 1000 Kgs., (1 CFT=19 Kgs.)
- 3.4 Any wharfage/demurrage etc., incurred in the performance of the carriage of goods and any rental charges for storage at Contractor's go-down or any other go-down shall be borne by the Transport Contractor.
- 3.5 The consignments meant for MIDHANI whether directly consigned to MIDHANI or booked on 'Self' basis shall be charged at the same rate.

- 3.6 The rates quoted shall remain firm for the duration of the contract. However, if the price of HSD is increased or decreased by Government during the contract period the difference in the retail price as at Hyderabad will be the basis for calculating the increase or decrease in freight charges. The increase or decrease in freight charges would be worked out taking consumption of HSD at 4.5 KM per Ltr., for FTL of 9 MT., and proportionately for less than FTL. And a consumption of 4 KM per Ltr for 16MT., and above and for tailors. **The Base rate at Hyderabad is Rs 61.99 per litre (as on, the date of issue of tender).** The increase or decrease in freight charges would be allowed after every cumulative increase or cumulative decrease in the price of HSD is 5% or more (ex:- If the diesel price is Rs 61.80 increase will be at Rs 64.89 or decrease will be at Rs 58.71). **The next base price for increase will be 64.89 and decrease will be 58.71** and there will not be any change in the rates under any other reasons in between whatsoever. The contractor has to furnish the proof of price revision of HSD obtained from Oil Cos. for considering the revision in rates.
- 3.7 The rate quoted shall be inclusive of all kinds of incidentals such as tolls etc. However, additional charges, if any for consignments to be collected from Docks may be indicated. Municipal and Government levies such as Octroi, Rahadari charges etc., where admissible will be paid separately on production of appropriate proof of payment in the form of original official receipts. **No Toll charges will be reimbursed during the currency of the contract even if new tolls are to be introduced at a later stage along the route.**
- 3.8 All incoming consignments will be covered by MIDHANI's Open Insurance Policy. In case of outgoing consignments, insurance will be arranged either by MIDHANI or by the consignee. MIDHANI will not pay any additional amount towards insurance charges incurred by transporter. **All consignments will be transported at Transport Contractor's risk only.**
- 3.9 Notwithstanding any independent arrangements made by MIDHANI to insure the goods against transit risks, the transport contractors shall be fully liable to make good all losses suffered by MIDHANI due to non-delivery of goods entrusted to transport contractor for transportation. The contractor's liability is absolute in all circumstances and not absolved even where MIDHANI insures the goods.
- 3.10 The full truckload charges mentioned in the schedule shall be applicable for the packages of size 5.5x2.05x1.98 Mtrs, in case of Trucks of 9 MT capacity and 8.5Mtrs. X 3.35 Mtrs. X 3.05 Mtrs., in case of Trucks of 16 MT capacity., For the consignments of weights from 9.1MT., to 16.0MT., proportionate charges of 9.0 MT., shall be applicable ,and for the consignments of weights above 16.1MT proportionate charges of 16.0MT shall be applicable.
- 3.11 The freight charges charged for a particular station are also applicable for the areas in and around that particular station (for eg. the freight charges charged for Mumbai also applicable for areas such as Goregoan, Mumbai Port etc., and also areas in and around Mumbai.).
- 3.12 The Contractor has to collect or deliver the consignments from the works of the Supplier/Company where required. However, extra charges will not be paid except the quoted rates.

- 3.13 Freight charges for smalls shall be as per the certification by Incharge Officer of Stores Department, MIDHANI.
- 3.14 The outgoing Midhani products being Super alloys & Special Steels are priced at approx. Rs.100/- to 5000 per Kg. No value surcharge is to be charged separately in-spite of high value of the consignments.
- 3.15 All statutory liabilities such as road taxes, licenses, etc. (Excluding service Tax), shall be borne by the Contractor.
- 3.16 No detention charges are allowed for the vehicles detained in MIDHANI premises or at loading/unloading points.
- 3.17 No. of days for transportation shall be reckoned excluding loading and Unloading days for all the consignments.(as per Annexure I).

4.0 **SECURITY DEPOSIT:**

- 4.1 Successful tenderer(s) should furnish a Security Deposit of Rs.30,00,000/-, in the form of Crossed DD. / Bank Guarantee, from any Nationalized Bank within 10 days of award of Contract failing which MIDHANI has the right to forfeit the EMD and cancel the acceptance of offer. This Security Deposit will entail no interest during the currency of the contract. The Security Deposit is liable to be forfeited on violation of any of the 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 Transport contract.

5.0 **Submission of Bills:**

- 5.1 Bills shall be submitted in the first week of calendar month for the services done by the Contractor to MIDHANI and the same will be paid by RTGS / NEFT after deduction of statutory levies if any within 30 days from the date of submission. The bills shall contain the following details:
 - 5.1.2 Description of materials as per consignor's Delivery Challan.
 - 5.1.3 No. of packages and weight delivered.
 - 5.1.3 Copy of acknowledgement of delivery with copy of Contractor's G.C. Note Certified by MIDHANI Stores Officer, Central Stores/or by authorized representative of outstation consignee, as the case may be.
 - 5.1.4 Date of delivery at destination with consignee's acknowledgement clearly indicating name of the person who received the material, affixing the rubber stamp of the Consignee.
 - 5.1.5 Dimensions of the ODC's should be indicated in LR and duly certified by Consignor.
 - 5.1.6 Transport Contractor has to provide individual freight receipts for each consignment enabling MIDHANI to regularize the transactions.

6.0 Monthly Statements:

The Transport Contractor shall obtain dated acknowledgements / receipts from consignee or their authorised agents at the place of destination as proof of having delivered the consignments despatched by MIDHANI in good condition **and submit to MIDHANI every month under cover of the consolidated monthly statement.** They shall likewise give to the various consignors or their authorized agents proof of receipt of delivery of consignments to MIDHANI, Hyderabad. While issuing lorry receipt the Contractor shall properly enter the description of goods and its volume, measurement or weight as the case may be. They shall not issue lorry receipts with vague description such as 'PER BUNDLE' or 'FIXED WEIGHT' etc.

7.0 Excise Documents:

The Transport Contractor shall be solely responsible for delivery of the Central Excise duty paid Gate Pass/Invoice and other documents such as MODVAT/CENVAT etc., to MIDHANI in case of incoming consignments and to MIDHANI's customer in case of MIDHANI products. In case of loss or destruction of the documents or failure to collect the MODVAT/CENVAT documents from the consignor, the Central Excise duty amount which could not be taken credit in Excise records by MIDHANI/customer would be recovered from the Transport Contractor at the option of MIDHANI.

8.0 General Conditions:

8.1 **THE CONTRACT WILL BE CONCLUDED WITH ONLY ONE PARTY. HOWEVER Midhani reserves the right to enter into parallel SIMILAR contracts for the same stations or otherwise. This option will be exercised only at the discretion of Midhani.**

8.2 Transport Contractor shall ensure that all goods carried from and to MIDHANI are transported with due care. In case it is found that goods entrusted to the charge of the Transport Contractor are damaged or lost in part or in full while in their custody and/or in transit, the Transport Contractor shall furnish to the consignee at the time of delivery a damage/shortage certificate in respect of consignments valuing more than Rs.500/- as the case may be. Where the cost of the consignment lost/damaged is less than Rs.500/- the same shall be recovered from the transporter's Bills. The contractor shall be solely responsible for the goods from the time of acceptance from the consignor till the time of delivery to the consignee.

8.3 The contractor shall not have any lien under any circumstances on the consignments entrusted to them for transportation.

8.4 In the event of non-delivery or loss of goods, the assessment of loss shall be made by officer Incharge, Stores, MIDHANI or his authorized officer and the same shall be final and binding on the contractor.

8.5 Detention Charges:

If the vehicles are detained at the ports or at any other places or at Hyderabad due to circumstances beyond the control of the Company, or if they reach the destination on one of the holidays of the consignee or beyond office working hours, no detention charges shall be paid to the Transport Contractor under any circumstances whatsoever.

8.6 Special Stipulation in the Consignment Note / Goods Forwarding Note:

The consignment note/goods-forwarding note for the consignments to be transported under this contract shall not stipulate any clause limiting or absolving from certain liabilities by the Contractor. Even if the consignment/goods forwarding note bears printing or otherwise clauses limiting the liability of the transporter, such claims/stipulations shall not be applicable for this contract.

8.7 Transshipments of FTL/Chartered truck/Trailer consignments is not permitted. Contractors should note that in case of violation of this condition, they shall be responsible for all consequential loss or damage to the goods.

9.0 Tenure of Contract:

9.1 The contract shall be valid for a period of One Year from the date of commencement of the contract. This period may be extended for a further period of one more year on the same terms and conditions on mutual consent. MIDHANI reserves the right to use its own transport or transport of its sister concerns or of any other concern at its discretion during the tenure of this Contract.

9.2 The Contract is liable for termination by giving three months notice in advance by either side. **The contractor can exercise this option after discharging his obligations atleast for six months, as the contract is for one year, otherwise, the security deposit will be forfeited as penalty.** However, Midhani has the right to terminate the Contract without giving any notice in case the Contractor fails continuously to provide Trucks or is found negligent in rendering services or causing breach of the terms & conditions besides levy of penalty/damages as provided in the contract.

10.0 Termination of Contract:

10.1 This contract is for the carriage of all incoming/outgoing consignments of MIDHANI as per the details given in the Annexure for a period of ONE YEAR and may be extended in accordance with terms of Clause 9.1 above. MIDHANI reserves the right to terminate the contract at any time by giving three months notice of its intention to do so in writing to the Contractor and the contractor shall not be entitled to any compensation damages whatsoever on account of such termination. In case of the failure of the contractor to discharge his obligations during the notice period, he shall be liable to pay damages as assessed by Officer Incharge, Stores, MIDHANI, which shall be final and binding on the Contractor and shall be without appeal.

10.2 In the event of Contractor going into liquidation, or winding up of his business or making arrangements with his creditors or failing to observe any provision of this contract, the Officer Incharge Stores, MIDHANI, shall have the right to terminate the contract forthwith, in addition to and without prejudice to any other right or remedies. The Officer Incharge, Stores, MIDHANI shall also be entitled to claim from the Transport Contractor any cost or expenses that MIDHANI may incur by the reasons of the breach of the terms and conditions or any part thereof by the Transport Contractor.

11.0 Liquidated Damages:

The Contractor shall transport and deliver the materials/packages including over dimensional packages to the consignee within the period specified in the contract failing which 2% (Two per cent) of the transport charges for each day of such delay shall be recoverable from the contractor subject to maximum of 20% (i. e, for 10 days). If the delay is beyond 10 days, the L.D. will be 50% of the transport charges.

12.0 Arbitration:

- i) In the event of any dispute or difference arising between the parties as to the interpretation or performance or execution of the agreement or the respective rights and liabilities of the contracting parties other than the excepted matters of clauses 1.7, 5.0, 8.2, 9.1 & 9.2 herein, it shall be referred to the sole arbitration of Arbitrator nominated by the Chairman & Managing Director of MIDHANI, notwithstanding that he or his nominee is a MIDHANI employee, whose decision shall be final, conclusive and binding on both the parties.
- ii) It shall be a term of the agreement that in the event of the Arbitrator to whom the Arbitration is originally referred to, is transferred or vacates his office for any other reasons, his successor in his office shall be deemed to have been appointed as the Sole Arbitrator in accordance with the agreement. He shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii) In the event the designated arbitrator shall be removed by an order of court the reference shall stand exhausted and proceedings shall take place on appointment of new sole Arbitration by the C & MD of MIDHANI.
- iv) To all such proceedings, the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time shall apply.

13.0 Jurisdiction:

The Courts within the local limits of Hyderabad only will have jurisdiction on the matters other than excepted and arbitrable matters referred to at Clause 12 above.

Note:- The lowest tenderer will be decided on overall L1 basis combining all categories and load factors. The metod of calculation is shown in the respective rate charts.

The Indicative load factor (Average for 1 year) is given for information.

For **Mishra Dhatu Nigam Limited**

(T.Raghuram)
Addl. General Manager (I/C PURCHASE)

Encl.: as stated above.

GENERAL INFORMATION ABOUT THE TENDERER

The following particulars must be furnished by the Tenderer:

I	NAME AND ADDRESS OF THE TENDERER AND HIS FAX / TELEPHONE NO/E mail & Website, if any.	
II	Name of the authorized person with designation and contact details (Copy of Power of Attorney given in favour of the person signing this document shall be enclosed)	
III	<u>COMPOSITION OF THE TENDERER:</u> (It should be stated whether the tenderer is a registered partnership firm or a Limited Co. and names of all partners / Directors etc., be given. It should also be certified that there are no undisclosed partners. In the case of Limited Companies, the authorised and paid up capital should be stated.)	
IV	<u>BUSINESS IN WHICH THE TENDERER IS EMPLOYED:</u> (The nature of all businesses in which the tenderer or partners of the tenderer are engaged should be stated together with particulars of their office or branches.)	
V	<u>EXPERIENCE</u> : (Full particulars should be given if the tenderer has carried out transportation of materials of the Central Government, any State Government or State/Central and Private Companies. Nature of consignments handled. Certificates to support the statements be attached.	

VI	<u>TENDERER'S BANKERS:</u> (The name of the bank or banks and the branch or branches with which the tenderer has dealings and who certify to the tenderer's financial status, should be given).	
VII	<u>NO. AND LOCATION OF BRANCHES IN INDIA.</u> (Branch list is to be attached) The Branch list must contain the names, addresses and telephone nos., of the Branch Managers and the facilities available at the Branch.	
VIII	No. of trucks owned by the tenderer with Registration Nos., and capacity of the trucks. (Copies of Registration certificates/Road Tax/All India Permit/Vehicle Insurance Certificate are to be submitted).	
IX	Indicate the maximum dimensions of the consignments that can be taken in one category of Truck/Trailer (Weight Wise/Volume Wise)	
X	Tenderer will also indicate whether they are on the approved list of Indian Banks Association. If so copy of the letter to be enclosed.	
XI	1. Upto date Income Tax Clearance Certificate to be furnished alongwith P.A.N No. 2. Details of Registration Under Service Tax Rules (Copy to be enclosed) 1. Copy of ESI/PF Registration Certificate to be enclosed.	
XII	Details of Demand Draft enclosed. Demand Draft No. & Date: Amount Rs.2,00,000/- Issuing Bank:	

SIGNATURE AND SEAL OF THE TENDERER

ENDORSEMENT

If, we are unable to provide services for any reasons from any place to Midhani / or Vice Versa, Midhani can make alternate arrangements and the difference of (extra) charges, if any above the contract rates incurred shall be deducted by Midhani from our Freight bills due for payments.

Certified that I / we have fully understood and accepted the terms & conditions contained in the Tender Document and declare that I / We shall abide by the same.

Accordingly I /we have made our offer enclosed herewith.

Signature of the Tenderer
With Office Seal

Place:

Date:

1.0 TYPES OF VEHICLES REQUIRED

[A] Transportation by Trucks (Outgoing :From MIDHANI, Hyderabad to anywhere)

[B] Transportation by Trucks (Incoming : To MIDHANI, Hyderabad from anywhere)

9T, 16T trucks, chartered vehicles of 3T , 5T and 6T capacity

[C] Transportation by Trailers (Outgoing From MIDHANI, Hyderabad to anywhere)

[D] Transportation by Trailers (Incoming from anywhere To MIDHANI, Hyderabad)

Length (mm) 7000 to 13500

Width (mm) between 2500 to 3500

CHECK – LIST FOR SCRUTINY

QUALIFYING CRITERIA(ELIGIBILITY CRITERIA)

1. IBA RECOMMENDATION VALIDITY (DATE):

Valid IBA (Indian Banker’s Association) recommendation certificate as on the date of tender opening for which they have to ensure validity of IBA recommendation throughout the currency of contract, (it entered into)

2. SOLVENCY CERTIFICATE:

A Solvency certificate from a Scheduled bank for Rs. 50 Lakhs should be furnished. Date of certificate should not be earlier than 6 monthd from the date of publication of tender.

3. Average Annual Turnover (Min. 3 crores):

2013– 14 _____ (Rs. Lakhs)
2014 - 15 _____ (Rs. Lakhs)
2015 - 16 _____ (Rs. Lakhs)
Average _____ (Rs. Lakhs)

A minimum of average annual turnover (business from transportation work) of **Rs. 3 Crores per annum** for the last 3 years ending 2015-16. This statement is to be substantiated with Audited Annual Report in case of public/Private limited companies and for others – a copy of Balance sheet and Profit & Loss Account certified by a Chartered Accountant, shall be submitted along with the offer to prove average annual turnover.

4. Do you have office/branch office at Hyderabad ? “yes” provide details. If “no” please confirm that you will start office within one month from date of award of contract.

5. Please confirm that you have infrastructure to coordinate with the identified destinations given in load table at Price Bid

6. Experience : Business Particulars during past 3 years (upto March 2017) with PSUs / Central / State Govt. Depts. / & other Reputed Cos.

7. No. of jobs In a tabular from specifying Name of the Client, Scope of transportation work, Contract Duration, Value of Contact.

UNPRICED BID**Category – I : Normal Trucks – Part Load category (1 MT or Less than 1 MT)****For other Stations**

SI.NO	Station		Distances (Kms)	Rate per Km/Kg (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To				
A	B		C	D	E= C X D X 500 Kg	G
1			14000			250Kms for One day

Note :

1. Since the actual quantity is not Known, for the purpose of evaluation 500Kgs has been considered, as the category is for 1 Kg to 1000 Kgs.
2. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories. Otherwise offer may be rejected summarily.
3. Bidder has to mandatorily quote for all stations to be mentioned in the tender document.
4. Distance between the stations will be considered as indicated in the Google Chart.
5. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
6. For other stations distance indicated is only for evaluation purpose.

Category –I : Normal Trucks – 9 MT Category.

For Defined Station

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F = DxExE	G
1	Hyderabad	Mumbai	739	1			3
2	Hyderabad	Rourkela	1231	1			4
3	Hyderabad	Kanpur	1338	2			5
4	Hyderabad	Chennai	628	1			5
5	Kolkata	Hyderabad	1488	1			5
6	Hyderabad	Bengalore	569	2			2
7	Bengalore	Hyderabad	569	1			2
8	Hyderabad	Visakhapatnam	617	9			3
9	Visakhapatnam	Hyderabad	617	2			3
10	Kanchepuram	Hyderabad	688	3			3
11	Hyderabad	Hazira	967	5			3

For Other Stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F = C X E X 9 MT	G
1			23000	27			300 Kms for one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
6. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Hyderabad	Jabalpur	785
2	Hazira	Hyderabad	967
3	Chavara	Hyderabad	1231
4	Hyderabad	Kolkata	1488
5	Nagpur	Hyderabad	500
6	Jabalpur	Hyderabad	785
7	Chennai	Hyderabad	628
8	Hyderabad	Goa	642

Category -I: Normal Trucks – 16 MT Category.

For Defined Station

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F = D X E	G
1	Hyderabad	Mumbai	739	5			3
2	Ahmedabad	Hyderabad	1195	1			4
3	Hyderabad	Rourkela	1231	1			4
4	Hyderabad	Kanpur	1338	6			5
5	Kanpur	Hyderabad	1338	1			6
6	Hyderabad	Kolkata	1488	2			7
7	Hyderabad	Chennai	628	1			3
8	Chennai	Hyderabad	628	1			3
9	Hyderabad	Bengalore	569	1			3
10	Bengalore	Hyderabad	569	1			3
11	Hyderabad	Visakhapatnam	617	60			3
12	Visakhapatnam	Hyderabad	617	1			3
13	Kanchepuram	Hyderabad	688	6			3
14	Hyderabad	Kanchepuram	688	6			3
15	Vadodara	Hyderabad	1082	15			4
16	Hyderabad	Vadodara	1082	4			4
17	Hyderabad	Jabalpur	785	3			3
18	Hyderabad	Hazira	967	3			3
19	Rourkela	Hyderabad	1231	6			4

For Other Stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F = C X E X 16 MT	G
1			77600	75			300Kms for one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
6. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Angul	Hyderabad	1143
2	Hyderabad	Angul	1143
3	Mumbai	Hyderabad	739
4	Kollam	Hyderabad	1244
5	Kalamseriy	Hyderabad	1103
6	Chavara	Hyderabad	1250
7	Kolkata	Hyderabad	1488

Category -I: Normal Trucks – 3 MT Category.

For Defined Station

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	$F = D \times E$	G
1	Hyderabad	Mumbai	739	15			2
2	Hyderabad	Ahmedabad	1195	1			4
3	Hyderabad	Kanpur	1338	4			4
4	Hyderabad	Kolkata	1488	1			5
5	Hyderabad	Chennai	628	1			2
6	Hyderabad	Bengalore	569	9			2
7	Bengalore	Hyderabad	569	5			2
8	Hyderabad	Visakhapatnam	617	8			2
9	Visakhapatnam	Hyderabad	617	2			2
10	Hyderabad	Jabalpur	785	3			2
11	Hyderabad	Coimbatore	933	3			3
12	Mumbai	Hyderabad	739	3			2

For Other Stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	$F = C \times E \times 3 \text{ MT}$	G
1			15000	17			350Kms for every one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
6. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Hyderabad	Hazira	967
2	Hyderabad	Ramgarh	1444

Category - II: Chartered trucks – 3 MT to 5 MT Category.

For Defined Station

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	$F = D \times E$	G
1	Hyderabad	Mumbai	739	2			2
2	Hyderabad	Ahmedabad	1195	1			4
3	Hyderabad	Kanpur	1338	1			4
4	Hyderabad	Kolkata	1488	1			5
5	Hyderabad	Chennai	628	1			2
6	Hyderabad	Bengalore	569	11			2
7	Bengalore	Hyderabad	569	4			2
8	Hyderabad	Visakhapatnam	617	5			2
9	Visakhapatnam	Hyderabad	617	1			2

For Other Stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	$F = C \times E \times 5 \text{ MT}$	G
1			11000	11			350Kms for every one day

Note:

- The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
- Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
- Distance between the stations will be considered as indicated in the Google Chart.
- No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
- For other stations distance indicated is only for evaluation purpose.
- Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Hyderabad	Kancheepuram	688
2	Hyderabad	Jabalpur	785
3	Hyderabad	Hazira	967
4	Hyderabad	Ramgarh	1444
5	Hyderabad	Chandigarh	1806

Category II: Chartered Trucks – 5 MT to 6 MT Category

For Defined Stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F = D x E	G
1	Hyderabad	Mumbai	739	1			2
2	Hyderabad	Ahmedabad	1195	1			4
3	Hyderabad	Kanpur	1338	1			2
4	Hyderabad	Kolkata	1488	3			5
5	Hyderabad	Chennai	628	1			2
6	Hyderabad	Bengalore	569	2			2
7	Bangalore	Hyderabad	569	20			2
8	Hyderabad	Visakhapatnam	617	5			2
9	Visakhapatnam	Hyderabad	617	1			2
10	Hyderabad	Kancheipuram	688	1			3

For Other Station

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F=D x E x 6 MT	G
1			9000	11			350Kms for every one day

Note:

13. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
14. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
15. Distance between the stations will be considered as indicated in the Google Chart.
16. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
17. For other stations distance indicated is only for evaluation purpose.
18. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Hyderabad	Jabalpur	785
2	Hyderabad	Coimbatore	933
3	Kolkata	Hyderabad	1488
4	Hyderabad	Bhadravathi	615

Category – III : Trailors – 5.501 to 7 mtrs 16 MT Category

For other stations

SI. NO	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	$F = C \times E \times 16MT$	G
1			15000	18			For every 250Kms for one day.

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
- 7.

Category – III : Trailors –7.001 to 9.0 mtrs 16 MT Category

For other stations

SI NO.	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F= D x E	G
1	Hyderabad	Rourkela	1231	2			5
2	Rourkela	Hyderabad	1231	53			5
3	Hyderabad	Mumbai	739	1			3
4	Mumbai	Hyderabad	739	5			3
5	Hyderabad	Ishapore	1506	40			6
6	Hyderabad	Vadodara	1082	3			4
7	Vadodara	Hyderabad	1082	11			4
8	Ishapore	Hyderabad	1506	3			6
9	Bhadravathi	Hyderabad	615	16			4

For other stations

SI. NO.	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F= C X E X 16 MT	G
1			142000	114			For every 250Kms for one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
6. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Hyderabad	Krunti	1190
2	Hyderabad	Hazira	967

Category – III : Trailors – 9.001 to 13 mtrs 16 MT Category

For other stations

SI NO .	Station		Distance (Kms)	No. of Trips	Rate per Trip (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	E	F= D x E	G
1	Hyderabad	Rourkela	1231	1			5
2	Rourkela	Hyderabad	1231	1			5
3	Hyderabad	Mumbai	739	1			3
4	Pune	Hyderabad	592	2			3
5	Bhadravathi	Hyderabad	615	15			4
6	Hyderabad	Ishapore	1506	19			6
7	Vadodara	Hyderabad	1082	3			5
8	Hyderabad	Visakapatnam	617	4			3

For other stations

SI. NO .	Station		Distance (Kms)	No. of Trips	Rate per KM/MT (Rs/-)	Total Amount (Rs/-)	No of days for transportation
	From	To					
A	B		C	D	D	F= C x E x 16 MT	G
1			79000	71			For every 250Kms for one day

Note:

1. The lowest tenderer will be decided on overall L1 basis combining all categories and load factors, in all evaluation matrix categories.
2. Bidder has to mandatorily quote for all stations to be mentioned in the tender document. Otherwise offer may be rejected summarily.
3. Distance between the stations will be considered as indicated in the Google Chart.
4. No extra mileage for the stations will be considered under any circumstances. However, any deviations in the route takes place during the transportation of the materials, due to repair works of the roads enroute, the same will be considered only on producing of proof in the form of news publication in the local papers.
5. For other stations distance indicated is only for evaluation purpose.
6. Illustrative Locations for other stations:

S.No	From	To	Distance(KMS)
1	Angul	Hyderabad	1143
2	Bengalore	Hyderabad	569
3	Hyderabad	Bhadravathi	615
4	Hyderabad	Kancheepuram	688
5	Hyderabad	Khopoli	676

PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:

ENVELOPE NO.1:

PART - I “TECHNO-COMMERCIAL BID” TENDER No: MDN/PUR/AP1672001/ADVT/028/17-18
ALONG WITH EMD Rs.2,00,000/- DATE: 29-04-2017, DUE DATE: 19-05-17
To
THE ADDL. GENERAL MANAGER (PURCHASE)
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II “PRICE BID” TENDER No: : MDN/PUR/AP1627001/ADVT/028/17-18 DATE: 29-04-17
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/AP1627001/ADVT/028/17-18
DATE: 29-04-17, DUE DATE: 19-05-17

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 TENDER:

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

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of A.P., India hereinafter referred to as the Buyer and the first part, propose to procure _____, hereinafter referred to as Defence Stores, and M/s. _____, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this Pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -
 - 3.1 Enabling the Buyer to obtain the desired equipment at a competitive price in conformity with the defined specifications of the Service by avoiding in high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, if any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization of third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
- 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
- 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall not use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care last any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

- 7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money / Security Deposit

- 8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -

- (i) Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to those bidder) s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation:

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference / in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 Mr. N Vinod Kumar, Flat No. 401, Laxmiram Trident Apartments, Kanthareddy Nagar, Attapur, Hyderabad – 48 is the Independent External Monitor for Midhani.

12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

13. Examination of Books of Accounts: In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.

15. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The parties hereby sign this Integrity Pact at Hyderabad on _____.

BIDDER

BUYER

M/s. Mishra Dhatu Nigam Limited,
(A Govt. of India Enterprise)
P.O. Kanchanbagh,
Hyderabad 500 058,
INDIA.


(M Rama Chandra Rao)
Senior Manager (Purchase)

In the presence of

In the presence of

Witness:

1.

1. 

2.

2. 
GURKULU THY
AM (P)