

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (Telangana), India
Phone: 040-2434001 (10 lines), 24184453, Fax: 040-24340764
Website: www.midhani-india.in

Tender Notice No: MDN/PUR/0498013/OF/EADVT/274/2019-20

Date: 23.03.2020

Issue of Tender Documents up to : 23.03.2020 @ 15:00 Hrs.

Receipt of tender on or before : 20.04.2020 @ 10:30 Hrs.

Opening of Tender Date : 21.04.2020 @ 10:30 Hrs.

REPAIR AND RECTIFICATION OF COPPER CRUCIBLE

List of Tender documents:

		Pages
1. Scope of Work	- Annexure-I	2
2. Terms & Conditions	- Annexure-II	6
3. Form of Bank Guarantee in lieu of Security Deposit	- Annexure-III	2

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

Tender details:

Repair and Rectification of Copper Crucible

Sl. No	Material Specification	Quantity (Nos)	Delivery required
1.	Repair and Rectification of ESR Copper Crucible as per Drg. No M04P503-12-60-A1	1 No	The repaired crucible shall be delivered within 40 days from the date of collection.

Note: *The repaired crucible shall be guaranteed for 20 melts after rectification.*

Security Deposit: The Successful tenderer shall be required to furnish Security Deposit within 10 days from the collection of the material corresponding to the 10% contract value and the SD shall be returned after successful completion of order. Interest @ 12% p.a. shall be levied for the period of delay beyond 10 days. Interest as above may be either deposited by the supplier / contractor or recovered from any amounts due to the supplier / contractor. Interest shall also be applicable for delay in submission of SD in the form of BG.

SD may be submitted through online mode as the link give below or as per format enclosed at Annexure – III to tender document and in Indian Currency from a Nationalized Bank or Scheduled Bank encashable in India.

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

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

Note: All Central PSU and Govt. departments shall be exempt from submission of SD.

***TENDER FEE/EMD/SD submitted in the form of DD/Cheque is not acceptable to us.**

All bidders are requested to submit the "Tender Fee, EMD & Securirty Deposit" online through the below link:

<http://ebs.in/midhani/public/> or visit www.midhani.com > purchase > Tenders > TENDER FEE, EMD (EARNEST MONEY DEPOSIT) & SECURITY DEPOSIT-ONLINE PAYMENT.

Note: Bidders are requested to contact Mr. Nishank Jain, contact:040 2418 4494 email: nishank.jain@midhani.com for any technical clarifications/quaries and Mr. SujanMondal, contact:040-24184453,email:smondal@midhani-india.in_for any commercial clarifications/ quaries (if any).

for Mishra Dhatu Nigam Limited



सुजन मंडल
SUJAN MONDAL
उप प्रबंधक (क्रय)
Deputy Manager (Purchase)
मिधानि / हैदराबाद
Midhani / HYDERABAD-500 058

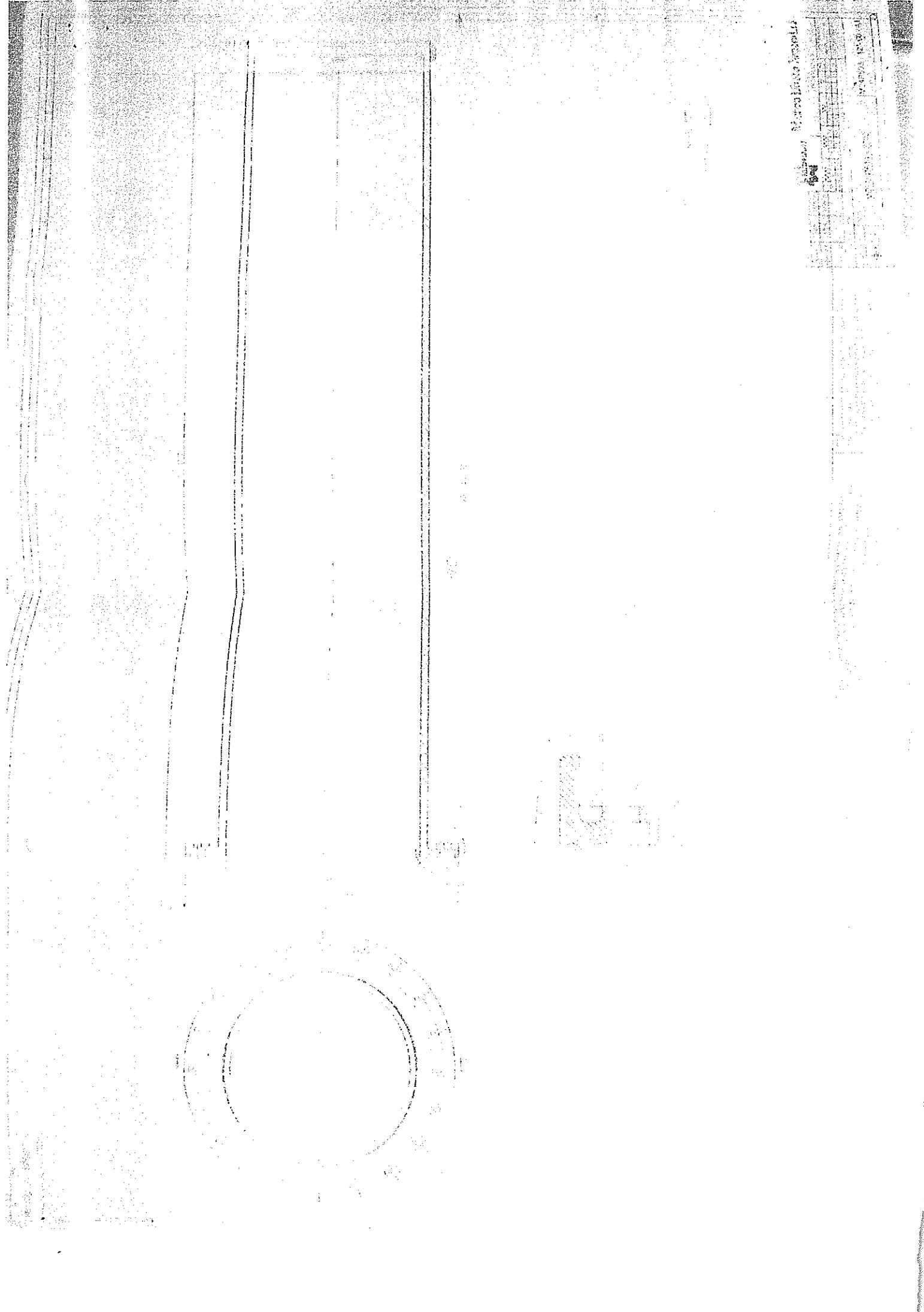
SCOPE OF WORK FOR REPAIR AND RECTIFICATION OF 600 DIA ESR COPPER CRUCIBLES

1. Repair and rectification of ESR copper crucible 600 dia as per drawing No: M04P503-12-60-A1.
2. ID & OD of the crucible shall be cleaned thoroughly by wire brushing and ensure the surface of the crucible will be clean bright surface.
3. At the bottom of the crucible a deep hole had formed due to side Arcing during remelting . The diameter of the hole 60-70 MM.
4. The hole shall be TIG welded with suitable high purity copper welding electrodes or any other latest welding technology can be used.
5. After welding suitably, the welded portion shall be machined /polished to meet the drawings dimensions i.e drawing No: M04P503-12-60-A1.
6. Party has to check the dimensions of the crucible as above said drawing number and wherever necessary machining can be done to bring the crucible dimensions as per drawing.
7. Point NO:6 shall be done only after due permission with Midhani.
8. Party has to give indemnity bond for the copper crucible as per purchase policy.
9. Before proceeding for repair and rectification of copper crucible, party has to discuss with Midhani and proceed.
10. If required Machining can be done from top to bottom of the crucible to maintain the dimensions of the crucible as per drawing.

Important Note:-

1. Final inspection will be carried out by Midhani's inspector at vendors' work before giving clearance for dispatch.
2. Collection of crucible from Midhani and returning the crucible to Midhani is at vendor cost.
3. During the transport and handling of crucibles at vendors work shop, utmost care has to be taken to prevent any damage to flange and crucible.
4. The repaired crucible should be guaranteed for minimum of 20 melts after rectification. If found defective during these 20 melts, it should be repaired Free of cost.
5. Detailed sequence of work/machining shall be discussed with Midhani prior to start and approval shall be obtained before starting the work.
6. Any damage on the crucible parts which resulted in non usage of crucible, party has to take responsibility for rectification.
7. All dimensions shall be maintained as per drawing.
8. The party has to return all the copper scrap generated during various operation.
9. Delivery: The crucible shall be repaired within 40 days from the date of collection of crucible from Midhani.
10. Acceptance :-After rectification the crucible shall be accepted if the dimensions are as per drawings given above.

STANDARD FORM NO. 64
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6



TERMS AND CONDITIONS FOR JOBWORKS

1. PAYMENT TERMS :

Payment shall be made within a period of 30 days from the date of receipt and acceptance of the materials at site.

2. PROCESS LOSS AND SCRAP: Scrap piece generated if any shall be returned back to MIDHANI with suitable material accounting. Process loss is on actual.**3. REJECTIONS :** The processing has to be carried out as per Scope of Work. If the Material is rejected due to faulty workmanship of supplier, machining charges shall not be paid and input raw material cost shall be recovered from party .The rejected material shall be returned back to MIDHANI.**4. INDEMNITY BOND :**

The successful tenderer shall submit Indemnity Bond covering the value of free issue material as directed by the Purchaser. The value of the material will be furnished at the time of placement of order.

5. INSURANCE:

The successful tenderer shall take an Insurance Policy, covering all risks, for the value of material issued by Midhani during transit and lying at his works.

6. PRICES:

Tenderers shall submit their quotation in terms of Rs. per No on basis. The prices shall be firm during the tenure of the contract.

7. TRANSPORT: To and Fro transportation shall be in the scope of vendor at their own cost.**8. DELIVERY:** The repaired crucible shall be delivered within 40 days from the date of collection.**9.** Tenderers shall submit their quotes in clear terms without any vague expressions.**10. MSE UNITS: Confirm whether you are MSE UNIT or MSE UNIT owned by SC/ST Entrepreneur.** If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.**11.** Tenderers are requested to submit their offers according to Purchaser's Terms & Conditions.**12.** The Purchaser is not bound to accept the lowest or any tender or to assign reasons for its non-acceptance. The Purchaser also reserves the right to accept the tender either in whole or in part.**13. INSPECTION:** As per annexure-I

14. VALIDITY: The final price offered shall be valid for 1(one) year from the date of placement of order.

15. REPEAT ORDER :

Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place repeat order on the successful tenderer for an additional quantity upto 100% of the original ordered quantity.

16. ARBITRATION: Any dispute or difference whatsoever arising between the parties out of or in connection with the Order/Contract or the breach thereof shall be settled by bilateral discussions failing which they shall be settled by Arbitration in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution (ICADR) as per ICADR Arbitration Rules 1996 and the award made in pursuance thereof shall be binding on the parties. The language of arbitration shall be English and the place of arbitration shall be Telangana, India.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government dept./Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013- DPE(GM)/FTS-1835 dated 22/5/2018 or the latest DPE Guidelines issued from time to time.

17. JURISDICTION: All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, Telangana.

18. RISK PURCHASE: If the Contractor shall fail to complete the assigned work within the time prescribed in the tender/contract thereof, the Purchaser reserves the right to get the job done through other sources at the Contractor's cost & risk.

19. Tenders not conforming to Purchaser's terms & conditions shall be summarily rejected.

20. COUNTER TERMS & CONDITIONS: Where counter terms & conditions have been offered by the tenderer, the Purchaser shall not be governed by these unless specific acceptance has been given in writing in the order by the Purchaser.

21. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT: The Successful tenderer is responsible for the due performance of the contract in all respects as per the Scope of work.

22. GENERAL DIRECTION OF THE WORK:

The contractor shall obtain instructions for carrying out the work pertaining to his Contract from the Purchaser or its authorized representative. The Contractor shall take care of the progress of the work through a qualified representative. Any instructions given to such representative shall be considered as having been issued directly to the Contractor.

23. SUB LETTING OR SUB-CONTRACTING OF CONTRACT: The Successful tenderer shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Purchaser.

24. LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT: If the Contractor shall fail to complete the assigned work within the time prescribed in the Contract thereof, or

extended time thereof, the Contractor shall be liable to pay the Purchaser as liquidated damages for such default, but not as a penalty, a sum calculated at the rate of 1% (One percent) of the Contract Price per week of delay, subject to a maximum of 10% (Ten percent) of the Contract Price. The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the work or from any other of his obligations and liabilities under the Contract.

25. ADDENDA TO TENDER DOCUMENTS: The Purchaser reserves the right to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clause or items stated in the tender documents issued with this invitation to tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

26. NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER: The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

27. TENDER OPENING: The Tender will be opened in the presence of tenderers or their authorized representatives, who choose to be present. The representative should produce an authorization letter from the tenderer for attending the Tender opening.

28. MULTIPLE L1 PARTIES:

In case more than one tenderer is qualifying as L1, after price evaluation and the order is not to be split, the placement of order shall be done after obtaining reduced revised price bid from the L1 tenderers and if still there is a tie among L1 tenderers then to discover the final L1, draw of lots shall be held in presence of the tenderers who chose to be present.

29. CANCELLATION / SHORT CLOSURE OF CONTRACT:

The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of one month of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.

On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

30. Make in India:

Purchase Preference under 'Make in India' Programme as per below mentioned Order and Notifications shall be provided to all Local suppliers:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

1. Requirement of Purchase Preference : Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers. Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

b. In the procurements of goods or works which are not covered by paragraph 1a and which are divisible in nature, the following procedure shall be followed;

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods or works not covered by sub-paragraph 1a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

2. Minimum local content shall ordinarily be 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may prescribe the manner of calculation of local content.

Nodal Ministry has prescribed the following local content for Midhani items as given below.

S. No.	Items Notified under PPP (MII) order	% of Local content to qualify as domestically manufactured
1	Design Manufacturing, supply, Erection and commissioning of Furnaces	25%
2	Design Manufacturing, supply, erection and Commissioning of capital equipments like rolling Mills, Presses, Hammers etc	10%
3	Design Manufacturing supply, erection and commissioning of capital equipments like Melting furnaces	15%

3. The margin of Purchase Preference shall be 20%

4. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

5. In cases of procurement of value in excess of 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

6. For details please visit the following websitelink.

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

7. Also please see DDP Notification No. 59011/8/2015-D(HAL-II) issued on different dates which mentions the minimum specific local content etc for consideration as local supplier.

Vendors to intimate the value of Goods & Services which are sub contracted by them from MSE's if any, pertaining to the tendered item(s).

31. Only one vertical (company) from a group of companies will be eligible to participate in the tender. MIDHANI reserves the right to reject the bids of all such parties summarily, if it is found that verticals under the same organisation have participated.

32. BANKRUPTCY ETC.:

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

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

OR

b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

33. DEFINITIONS:

PURCHASER: The term "Purchaser" as used herein shall mean "Mishra Dhatu Nigam Limited" incorporated under the companies Act 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad-500 058. TS, India, and shall include its successors and assigns.

TENDERER: The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the invitation to tender and shall include his/ its heirs, executors, administrators, legal representatives, successors and assigns.

CONTRACTOR: The term "Contractor" shall mean the Tenderer whose tender has been accepted and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

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