

Mishra Dhatu Nigam Limited
A Govt. of India Enterprise
P.O. Kanchanbagh, Hyderabad – 500058 (Telangana), India
Phone: 040-2434001 (10 lines), 24184281,24340182, Fax: 040-24340764
Website: www.midhani-india.in

Tender Notice No: MDN/PUR/3467085/OF/EADVT/356/2018-19

Date: 28.01.2019

Issue of Tender Documents up to : 28.01.2019 @ 10:30 Hrs.

Receipt of tender on or before : 11.02.2019 @ 10:30 Hrs.

Opening of Tender Date : 12.02.2019 @ 10:30 Hrs.

Vacuum Solution Annealing and Vacuum Ageing of SN 738 LC Grade Castings

List of Tender documents:

		Pages
1. Spec. & Scope of Work	- Annexure-I	1
2. Terms & Conditions	- Annexure-II	4

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:

S.No	DESCRIPTION AND SPECIFICATION	Qty Reqd. (Batch)	Delivery required
1	Vacuum Solution Annealing of Frame5,2 nd Stage bucket for SN 738LC Grade castings heat treatment as per scope of work	3 Batch	As per Annexure-I
2	Vacuum Ageing of Frame5,2 nd Stage bucket for SN 738LC Grade castings heat treatment as per scope of work	3 Batch	As per Annexure-I

Note: Prices shall be quoted Rs per Batch basis.

BIDDER CRITERIA:

Bidders shall be in and around 100 Km of Hyderabad,TS,India.

Earnest Money Deposit (EMD):

All bidders shall submit an EMD amount of Rs. 7,950/- (Rupees Seven Thousand and Nine Fifty only) through online mode as the link give below.

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

Security Deposit: The Successful tenderer shall be required to furnish a Security Deposit within two weeks from the date of PO for 10% of Purchase Order/Contract value, through online mode.

The security deposit shall be valid till completion of supply of PO quantity.

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.


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

All bidders are requested to submit the “EMD & Securty Deposit” online through the below link:

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

Note: Bidders are requested to contact Mr. M Ramalingam, contact: 040 24184484/4553 **email:mramalingam@midhan-india.in** for any technical clarifications/quaries and Mr. Sujan Mondal, contact: 040-24184453, **email:smondal@midhani-india.in** for any commercial clarifications/ quaries (if any).

for Mishra Dhatu Nigam Limited


28/1/19
सुजन मंडल
SUJAN MONDAL
उप प्रबंधक (खय)
Deputy Manager (Purchase)

SCOPE OF SUPPLY

1. Heat Treatment Cycles Details:

- **Vacuum Solution Annealing** : $112(\pm 5^\circ \text{C})$ for 2 ± 0.25 hrs in vacuum, then fan cooling in inert gas atmosphere (either He, or Argon gas) to 538°C or below at a rate not less than 41°C per minute. The cooling below 538°C can be done any convenient rate.
- **Vacuum Ageing** : Heat to 843°C in vacuum from less than $538^\circ \text{C} \pm 5^\circ \text{C}$, Hold for 2.4 ± 0.25 Hrs cool to $538^\circ \text{C} \pm 5^\circ \text{C}$ below by inert gas fan cooling in He. Or Argon, at a rate not less than $14^\circ \text{C}/\text{min}$. Then cooling below $538^\circ \text{C} \pm 5^\circ \text{C}$ can be done at any convenient rate.

Note: Vacuum level: 10^{-2} mbar or better.

2. Frame 5, 2nd stage bucket castings shall be vacuum heat treated along with samples. (03 to 06 castings and sufficient no. of samples per batch) (Approximate weight of one casting-04 Kg, maximum weight of and sufficient no. of samples -3Kg)
 3. The transportation of casting for Vacuum Heat treatment to the supplier site and collection of casting after Vacuum Heat treatment from the supplier site shall be Midhani responsibility.
 4. Midhani / Authorized person shall witness the vacuum heat treatment process if required.
 5. Certified Vacuum Heat treatment report along with on line temperature chart shall be submitted to Midhani
 6. Rejection of castings due to physical warpage / not meeting properties because of poor Vacuum Heat treatment or deviation from Scope of work warrant penalty of Rs. 3 lakhs per batch
- Acceptance criteria: Heat treatment batch shall be accepted a) if it is done as per scope of supply &
b) if there is no decoloration / physical warpage

Delivery Schedule: Within two week from the date of receipt of material from MIDHANI

TERMS AND CONDITIONS FOR JOBWORKS

- 1.) **TAXES:** GST applicable during despatched shall be indicated in your Techno-commercial offer.
- 2.) **REJECTIONS:** The processing has to be carried out as per Scope of Work. In case rejection of castings due to physical warpage/not meeting properties because of poor Vacuum Heat treatment or deviation from Scope of Work warrant penalty of Rs 3 lakhs per batch.
- 3.) **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.
- 4.) **INSURANCE:** The successful tenderer shall take an Insurance policy covering all risks for the value of material issued by MIDHANI and lying at his works.
- 5.) **PRICES:** Tenderers shall submit their quotation in terms of Rs per batch basis and the prices shall be firm during the tenure of the Contract.
- 6.) **TRANSPORT:** To and Fro transportation shall be in the scope of MIDHANI at our own cost.
- 7.) **DELIVERY:** As per Annexure-I.
- 8.) Tenderers shall submit their quotes in clear terms without any vague expressions.
- 9.) **MSME UNITS:** Confirm whether you are MSME UNIT or **MSME UNIT owned by SC/ST Entrepreneur**. If yes, Please submit latest valid documentary proof for extending benefits as per Government guidelines.
- 10.) Tenderers are requested to submit their offers according to Purchaser's Terms & Conditions.
- 11.) 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.
- 12.) **REPEAT ORDER:** Within a period of six months from the date of completion of the order, the Purchaser further reserves the right to place repeat order on the successful tenderer for an additional quantity up to 100% of the original ordered quantity.
- 13.) **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.
- 14.) **INSPECTION:** As per annexure-I

15.) **VALIDITY:** The order shall be valid for 1 year from the date of placement.

16.) **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the ICADR and the award made in pursuance thereof shall be binding on the parties.

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

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

20.) **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.

21.) **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.

22.) **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.

23.) **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.

- 24.) **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.
- 25.) **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.
- 26.) **PAYMENT TERMS:** Payment of all the bills will be made within a period of 30 days from the date of receipt and acceptance of the materials at site.
- 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.) **CANCELLATION/SHORT CLOSURE OF CONTRACT**
The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice 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 purchase.
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.

29.) **DEFINITIONS:**

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

31) Preference under 'Make in India- Programme' as per below mentioned notifications shall be provided.

1. Public Procurement (Preference to Make in India) Order-2017 dated 15/06/2017

2. DDP notification No. 59011/8/2015-D (HAL-II) dated 29/6/2018

B) **Start ups** as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD).

C) **For MSE's:**

1. Purchase preference and other benefits shall be provided to MSE's as per Public Procurement Policy for MSE's Order, 2012 which was notified under MSMED Act 2006.

MSE's shall be exempt from paying Earnest Money Deposit (EMD). These benefits are meant for procurement of goods produced and services rendered by MSEs. Traders are excluded from availing these benefits.

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

32) **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.**