Scope of Work

- Painting process to be followed strictly as per the process sheet enclosed.
- Except Paint supply & transportation to your site rest everything would be in vendor's scope
- Paint usage record needs to be properly maintained for each 100 MT lot
- Option 1 (in case paint is supplied by Midhani): Paint supply quantity would be maintained by Midhani. Paint supply would be made after analyzing the paint consumption rate for every 100 MT lot of U2 Castings. As per this rest paint supply would be forecasted and provided. Any extra paint requirement apart from this could be given only after proper justification by vendor.
- Option 2(in case paint is purchased by vendor): Specification of paint is given at Annexure-II. Accordingly, quantity of paint required for 1000MT U2 castings shall be assessed by vendor.
- DFT inspection call needs to be raised by the vendor immediately by next working day in mail idbprashant@midhani-india.in and mob no 9154951891 (Prashant Bhardwaj, Manager (ICP); after drying of 4th Coat for 200 MT lot size.
- Proper closed wooden box storage and weather protected closed packing needs to be maintained after completion of Inspection at vendor's place.
- All packed lots needs to be properly stored in vendor shed till arrival of lorry.
- All process as per process sheet should get complete within 30 days from the receipt of Castings lot at vendor's end.

Process Sheet to be followed from shot blasting till painting of U2 grade Castings.

The List of activities to be carried out within 3 hrs after shot blasting of U2 Castings, otherwise resulting in the rust formation.

- 6) For 1st coat silicate primer (Zinc O Sil) Primer, Colour-Grey
 - g. Apply 1st coat of zinc silicate primer (Zinc-O-Sil 75), by using spray machine, use thinner-170 (if required) for thinning / cleaning.
 - h. Allow for drying 3 hrs, minimum & max 1 week at room temperature for over coating.
 - i. Dry film thickness to be measured by DFT gauge (Elcometer) & it should be more than 50 microns for this primer. Tolerance ± 10 .
- 7) For 2nd coat Galaxy red oxide primer NCD 1435, colour Red:
 - g. Apply 2nd coat of Galaxy Epoxy red oxide primer NCD 1435 by using Spray machine, use thinner Galaxy Epoxy (if required) for thinning / cleaning.
 - h. Allow for drying for 3 hrs. minimum & 1 week max at room temperature.
 - i. Dry film thickness to be measured by DFT Gauge (Elcometer) it should be more than 30 microns for this primer. Tolerance \pm 5.
- 8) For 3rd coat Galaxy solvent free epoxy anticorrosive paint EP1 NCD 1457 Colour White:
 - g. Apply 3rd coat of Galaxy solvent free epoxy anticorrosive paint EP1 NCD 1457 by using Spray machine, use thinner Galaxy Epoxy (if required) for thinning/cleaning.
 - h. Allow for drying for 2 hrs minimum & 1 week max at room temperature.
 - i. Dry film thickness to be measured by DFT Gauge (Elcometer) & it should be more than 250 microns for this prime. Tolerance \pm 25.
- 9) For 4th coat Galaxy solvent free epoxy anticorrosive paint EP2 NCD 1457 Colour Pink
 - g. Apply 4th coat of Galaxy solvent free epoxy anti corrosive paint EP2 NCD 1457 by using Spray machine, use thinner Galaxy Epoxy (* if required) for thinning/cleaning
 - h. Allow for drying for 2 hrs minimum & 1 week max at room temperature
 - i. Dry film thickness to be measured by DFT Gauge (Electometer) & total DFT (Clause No.9 & 10) should more than 250 microns for this prime. Tolerance \pm 25.
- 10) Final Dry Film Thickness should be more than 575 microns

ANNEXURE-II

S. No	Item Description
1	Galaxil Grey Zinc Silicate (Binder) 1045, Make Goa
2	Galaxil Grey Zinc Silicate (Zinc Dust) 1045, Make Goa
3	Galaxy Epoxy Primer Redoxide NCD (Base & Hardner) 1435, Make Goa
4	Galaxy Solvent Free Epoxy Anticorrosive Paint -LtAdm. Grey -EP- 1 (Base & Hardner) NCD 1457, Make Goa
5	Galaxy Solvent Free Epoxy Anticorrosive Paint -Lt Adm.Grey -EP- 2 (Base & Hardner) NCD 1457, Make Goa
6	Galaxy Thinner for Galaxil 1045, Make Goa
7	Galaxy Epoxy Thinner for Primer NCD 1435, Make Goa
8	Galaxy Epoxy Thinner for NCD 1457, Make Goa

Compliance to GST return and e-invoicing:

- The GST invoice to be submitted by registered supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
- 2. Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
- 3. Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
- 4. Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
- 5. If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B(It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
- 6. If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
- 7. In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s
Further, we also undertake that if the aggregate turnover of M/s exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).
I/We acting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.
LEGAL NAME :
TRADE NAME :
TAX PAYER TYPE :Regular
Thanking you.
Yours Truly, For M/s
Authorized Signatory Name: Designation: Stamp:

Annexure-B

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We	M/s.	******	•••••				havi	ing	PAN			******	and	GSTIN
Regi	istratio	n Nur	mber			here	eby co	onfirn	n that	our	Aggreg	gate 1	Γurnov	er (as
per	Section	2(6)	of Cent	tral Goo	ds and	Service	es Tax	Act,	2017)	was n	ot mor	e tha	n pres	cribed
limit	t for Q	uarte	rly filin	g and v	ve are	anticip	ating	that	turno	ver fo	or the	Curre	ent Fin	ancial
year	r also v	vill be	withii	n the pr	escrib	ed limi	t. Her	ice, v	ve op	t to fi	le GST	R-1 a	ınd GS	TR-3B
retu	rns on	a Qua	arterly	basis fo	r the F	inancia	al year	2020	0-202	1(Janu	ary 20	21 or	nwards	s). We
are	hereby	agree	eing to	file GST	R-1 and	d GSTR	-3B on	or b	efore	due d	ates as	per	provisi	ons of
GST	Act an	d Rule	es there	eunder.	In case	we re	vise o _l	ption	/ requ	uired t	o file (GSTR-	1 and	GSTR-
3B c	n mon	thly b	asis, sa	me will	be inti	mated	imme	diatel	ly and	comp	lied w	ith.		
	her,		also	undert exce				he resho		_			of I notifi	
Gov	ernmei	nt of	India a	t any fu rules m	iture d	late, th	ien w							-
(des	ignatio	n)	8	cting on and keep to beac	it ind	emnifie	ed aga	inst a	iny İos	ses, d				•
		-				•								
Oui	usi ue	etalis (as per c	GST Regi	Stratic	m cerui	псасе	are a:	s neio	w:				
LEGA	AL NAMI	E :												
TRAI	DE NAM	E :												
Thar	ıking yo	ou.												
Your	s Truly,	,												
For	VI/s	••••••	*****											
(Aut	:horize	d Sign	atory)											
Name	:													
	nation:													
Stamp):													

TERMS AND CONDITIONS FOR JOBWORKS

1. PAYMENT TERMS:

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

Compliance to GST Return and e-invoicing shall be as per Annexure's enclosed.

2. EARNEST MONEY DEPOSIT:

All bidders shall submit EMD amount of Rs. 60,000/- along with techno-commercial bid in the form of Electronic Transfer / Bank Guarantee (As per format attached.) In absence of which techno-commercial bid is liable for rejection.

MSE / SC & ST / All Central PSU and Govt. departments are exempted from submission of EMD

3. SECURITY DEPOSIT (SD):

Successful Bidder SD @ 3% of the order value shall be submitted within 21 days from the date of PO or 10 days from the date of issue of 1st batch of input material whichever is later, through online payment. In case SD is not submitted within 21 days from the date of Purchase Order or 10 days from the date of issue of input material whichever is later, interest @ 12% p.a. shall be levied for the period of delay beyond 21 days from the date of order or 10 days from the date of issue of input material whichever is later. Interest as above may be either deposited by the supplier / contractor or recovered from any amounts due to the supplier / contractor.

Note: All Central PSU and Govt. departments are exempted from submission of SD.

4. INDEMNITY BOND:

The successful tenderer shall submit Indemnity Bond covering the value of free issue material (U2 castings) as directed by the Purchaser. The value of the material will be furnished at the time of placement of order.

5. Eligibility Criteria

S. No	Criteria	Documents required for confirmation
1.	Bidder Should have been established and operating for a period of at least 5 years prior to the date of Tender	- Certification of Incorporation issued by the Registrars of Companies "OR" - Certificate of Registration by Registrar of Firms "OR" GST registration in case of proprietary firms
2.	Positive Net Worth/Solvency: Should have Positive Networth in each of the previous three FY "OR" Should submit solvency certificate for Rs 12,60,000 not earlier than 6 months from the date of Tender	Audited Annual Accounts "OR" Certificate from Certified Chartered Accountant for Net Worth of the Company issued not more than 6 months before the date of tender with seal and Membership Number mentioned on the Certificate. "OR" It should be issued by Nationalised Bank from India Origin.
3.	Bidder Should have PAN/TAN/TIN/GST registration	Copy of Registration Certificates
4.	Bidder Unconditional acceptance of all commercial terms and conditions	Self certificate documents to be submitted

6. REJECTIONS:

The processing has to be carried out as per Scope of Work. If any painted casting is rejected due to faulty workmanship of supplier (painting specification as per process sheet provided), job work charges shall not be paid and proportionate Paint Cost for the rejected Castings (in case the paint is issued by Midhani) shall be recovered. The rejected U2 castings shall be returned back to MIDHANI.

7. INSURANCE:

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

8. PRICES:

Tenderers shall submit their quotation in terms of Rs. per kg basis. The prices shall be firm during the tenure of the contract. The price shall be given with following two options

- a. Job work charge with Midhani issued paintings.
- b. Job work charge with painting purchased by party as per specification given at Annexure-II.
- 9. TRANSPORT: To and Fro transportation shall be in the scope of MIDHANI at our own cost.
- 10. <u>DELIVERY:</u> Delivery of painted casting shall be done @ 200MT per month starting from the date of PO or receipt of complete input material (batch wise which will satisfy 200MT per month) whichever is later.
- 11. Tenderers shall submit their quotes in clear terms without any vague expressions.
- 12. <u>MSE UNITS</u>: 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.
- 13. Tenderers are requested to submit their offers according to Purchaser's Terms & Conditions.
- 14. 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.
- 15. INSPECTION: As per annexure-I

16. VALIDITY:

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

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. DIVERTION OF ORDER QUANTITY:

During execution of contract, if the performance of a particular supplier is not upto the mark, MIDHANI reserves the right to divert such quantities to other reliable supplier(s) after observing necessary commercial formalities.

32. MAKE IN INDIA:

Purchase Preference to 'Class-I local supplier' as per Public Procurement (Preference to Make in India) Order 2017 revised dated 16/9/2020 (Attached along with this tender) and Notifications shall be provided:

Note: The local content requirement to categorize a supplier as class-I local supplier is minimum 50%. For Class-II local supplier the local content requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier /Class-II local supplier. For the items for which the Nodal Ministry has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for class-I local supplier/ Class-II local supplier respectively.

As per clause 9 (a) & 9 (b) of the order, suppliers has to specify the percentage of local content and provide self certification (For value less than 10 Crores) that the item offered meets the local

content requirement for Class-I/Class-II local supplier as the case may be and also give the details of the location(s) where the local value addition is made. For value greater than 10 Crores certificate for local content to be provided from statutory auditor or cost auditor of the company (In case of companies) or from a practicing Chartered Accountant or practicing Cost Accountant in case of suppliers other than companies.

33. MSE (MICRO AND SMALL ENTERPRISES) and Start Up UNITS:

As per Public Procurement Policy(PPP) for Micro & Small Enterprises (MSEs) order,2012 vide Gazette notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt of India, the following benefits will be extended to the MSEs.

If Tenderer happens to be a MSE as per Government Guidelines, necessary benefits in line with Government Guidelines issued from time to time shall be provided on submission of valid documentary proof to the satisfaction of the Purchaser. In case organization is an MSE Unit owned by SC/ST Entrepreneur or owned by Women Entrepreneur, submit valid documentary proof for extending benefits as per Government guidelines. Benefits include

- EMD is exempted for Micro & Small Enterprises (MSEs) registered with DIC/ NSIC/KVIC/ Udyog Aadhar Memorandum (UAM) issued by MoMSME or any other body specified by Ministry of MSME.
- ii) Purchase Preference to MSE's shall be provided as given below.
 - a) In tenders, participating Micro and Small Enterprises quoting price within price band of L1+ 15 percent shall also be allowed to supply at least 20% requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 - b) In case of tender item is non-divisible and if Micro and Small Enterprises quoted price is within the price band L1+15% shall be allowed to supply total tender requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise.
- "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)".
- iv) The benefits mentioned above are meant for procurement of goods produced and services rendered by MSE's. Traders are excluded from availing these benefits
- v) 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).
- **34.** 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.

35. BANKRUPTCY ETC.:

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

11	. This					executed				-			****************	by
						(Name a								
v c h	vherev of Indi naving	ver the a Ente its re eferred	e cont erprise gistere	ext so a e incorp ed office	admits porate e at P	s) in favou d and re .O. Kanch	ır of M gistere nanbag	1/s. MIS ed as a sh, Hyde	HRA DH. compar erabad —	ATU N ny und - 500 0	IGAM ler th 158, s	LIMITED e Compa tate of A	ors and a	ment 1956, nerein
12													eed to ex	
	term unde	shall r the t	mean erms	and inc	clude idition	its succes	ssors a	ssigns a Work O	ind legal rder No.	repre	senta	tives) fro	om the de 	mand dated
	Depo cond Rs (nam	sit/ Doitions (R e of	efect conta upees the l	Liability ained ir sbank, a	depor the addres	sit for the said agr ss) (herei	e due Feemer	ulfilme nt referre	nt by the on pro ed to a	e said (duction only), s "The	Contr n of we e Ba	actor(s) o a bank nk") at	f the term guarantethe reque	s and e for est of
	amou suffe	int no red oi	t exce r wou	eeding F ıld be o	Rs caused	•••••	uffere	d Purch	. against aser by	any lo	osses n of	or dama any brea	ge caused ch by the	to or
13	agree without by was bread agree and p	e and out and ay of le th by ement. payable	under y dem oss or the s . Any e by t	take to nur, mer damag aid agr such de he Banl	pay rely or e caus eemer emand k unde	to Purchand a dema sed to or nt or by I made or	aser the nd from would reason the E parante	ne amou m Purch be caus n of th Bank sha ee. How	unts due naser sta sed to or e contra all be co	e and parting the suffe actor(s) and usiver	bayab lat th red b failu le as ity ur	le under e amound y Purchasure to per regards to der this	and irrevo this Guars t claimed i ser by reas erform the he amoun Guarantee	antee s due son of e said t due
14.	by th relati	e cont	tracto ereto,	r(s) / su our liab	ipplier pility u	r(s) in any inder this	suit o prese	or proce nt being	edings p g absolut	pendin te and	g bef unec	ore any c Juivocal.	oute or dis ourt of tri The payme ent there u	bunal ent so

and the contractor(s) shall have not claim against us for making such payment.

15	We
16.	We
17.	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.
18.	This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
19.	We
20.	Our liability is limited to a sum not exceeding Rs
	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