

**Mishra Dhatu Nigam Limited**

**A Govt. of India Enterprise**

**P.O. Kanchanbagh, Hyderabad – 500058 (A.P.), India**

**Phone: 040-2434001 (10 lines), 24343861, Fax: 040-24340764**

**Email Id: [spralloy.midhani@ap.nic.in](mailto:spralloy.midhani@ap.nic.in) Website: [www.midhani.com](http://www.midhani.com)**

**Tender Notice No: MDN/PUR/ADVT/SEAMLESS TUBES/2011**

**Date: 04.01.2012**

**Issue of Tender Documents up to: 02.02.2012 @ 17.00 Hrs.**

**Receipt of tender on or before: 03.02.2012 @ 10:30 Hrs.**

**Opening of Tender Date: 03.02.2012 @ 10:30 Hrs.**

**Tender Documents for Supply of Seamless Tube  
(Muffle Tube) ID: 20mm, OD 27mm, Length 8750,  
+/-100mm Grade -600 (UNS 6600) (or) Grade – 625  
(UNS 6625).**

**List of Tender documents:-**

		<b>Pages</b>
<b>1. Specification</b>	<b>Annexure-I</b>	<b>01</b>
<b>2. General Terms and Conditions</b>	<b>Annexure-II</b>	<b>04</b>
<b>3. Procedure to be followed for submission of tender</b>	<b>Annexure-III</b>	<b>01</b>

## SPECIFICATIONS

1	Material Code No.	ES 50-040 - 00006	
2	Size	Seamless Tube of ID: 20 mm dia, OD: 27 mm dia, Length: 8750mm, tolerance $\pm$ 100 mm in a single length only.	
3	<b>Material</b> a) Grade - UNS No. 6600 As per ASTM B: 167-08	<b>Chemical Composition</b>	
		Nickel	72.0 min
		Copper	0.5 max
		Iron	6.0 - 10.00
		Manganese	1.0 max
		Carbon	0.15 max
		Silicon	0.5 max
		Sulphur	0.015 max
	Chromium	14.0 - 17.0	
	b) Grade - UNS No. 6625 As per ASTM B: 444-06	Nickel	58.0min
		Iron	5%
		Manganese	0.5 max
		Silicon	0.5 max
		Sulphur	0.015 max
		Chromium	20 - 23
		Titanium	0.4 max
		Phosphorous	0.015 max
Molybdenum		8 - 10%	
Aluminium	0.4 Max		
Niobium	3.15 - 4.15		
4	Acceptance Criteria - for item (a)	Tests Of Sampling and No. of tests to be carried out as per ASTM B 167-08 Standard enclosed (Refer points 9, 10, 11, 12)	
	-do- -for item (b)	-do- as per ASTM B: 444-06	

1	The make of the tubes shall conform to item (1) Superni 600 or. Equivalent to Inconel 600 as per standard ASTM B: 167-08 (UNS No. 6600) and for Item (2) Superni 625 or equivalent Inconel 625 with UNS No. 6625 as per ASTM B: 444-06.
2	Tubes shall be supplied in full length as per the specification without any joints.
3	The item shall be securely packed in wooden length box so as to avoid bends during transit.
4	The dimension of the tube shall be quoted in mm only. Not in equivalent inches.
5	The material test certificate to be provided at the time of supply conforming to ASTM B 167-08 for item 1 and ASTM B-446-06 for 2.
6	Tubes shall be supplied in seamless condition. Note: (1) Length tolerance $\pm$ 100 mm (2) Unit price is for 8570 mm length.
7	Midhani reserves the right to place order for item (1) or item (2) or part quantity therein.

**GENERAL TERMS AND CONDITIONS**

1. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry shall be deemed / to have read and understood the same.
2. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
3. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The maker of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to I.S. will be preferred.

4. **PRICES**

Price Basis: FOR Midhani, Hyderabad basis.

The Prices must be per unit shown inclusive of packing forwarding insurance Octroi duty and delivery charges and should be on FOR destination basis, Offers from local suppliers should be for free delivery at our Stores.

5. **TAXES AND DUTIES:**

The Tenderer shall indicate their Central & State Sales Tax Registration Nos. & date in the quotation.

- i) If Excise duty or any other charges are payable by the Purchaser, the same must be specifically stated in the offer and payment of such Excise Duty and other duties shall be allowed as applicable at sale point on the production of documentary evidence. The Contractor has to furnish transporters copy of Invoice along with supplies for availing Cenvat credit.
- ii) SALES TAX: Sales Tax will be paid by the Purchaser at the sale point if legally leviable at the rate ruling on the date of supply. The percentage of Sales Tax applicable should be indicated. Central Sales Tax will be payable at concessional rates against "C" form on materials covered under Sales Tax Registration.

6. **DELIVERY:**

Within One month from the date of receipt of Purchase Order.

7. **TERMS OF PAYMENT:**

Within 30 days after receipt and acceptance of material.

8. **TO RECOVER LIQUIDATED DAMAGES:**  
In the event of unsatisfactory, delayed or non supply of materials, the supplier shall be liable to pay by way of liquidated damages at the rate of ½% of the total contract prices per week or part there of subject to a maximum 5% of the contract price without prejudice to the right of the purchaser to take any other action. The amount shall also be recoverable from any other contract on account of the supplier.
9. **RISK PURCHASE:**  
The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk.
10. **PACKING:**  
The material should be securely packed and properly marked to avoid loss or damage in Transit by Rail / Road.
11. **VALIDITY:**  
THE OFFER SHOULD BE VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE OPENING OF QUOTATION.
12. **RIGHT OF ACCEPTANCE:**  
THE PURCHASER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY OF OTHER TENDER AND RESERVES THE RIGHT OF ACCEPTANCE THE WHOLE OR ANY PART OF THE TENDER OR PORTION OF THE QUANTITY OFFERED.
13. **ARBITRATION:**  
Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
14. **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, Andhra Pradesh, India.
15. **ADDENDA TO TENDER DOCUMENTS:**  
The Purchaser reserves the rights to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clauses or items stated in the tender documents issued with this Invitation to Tender. Each addendum issued will be distributed 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.
16. **QUERIES / CLARIFICATIONS:**  
Queries / clarifications, either technical, financial or commercial, if any, that may arise, should be referred by the tenderer by fax / letter direct to the DY. GENL. MANAGER (PURCHASE), Mishra Dhatu Nigam Limited, PO Kancharbagh, Hyderabad – 500 058 (Fax No. 040-24340764).

17. **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.

18. **LOWEST TENDER NOT NECESSARY TO BE ACCEPTED:**

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.

19. **BANKRUPTCY ETC.:**

If the 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:

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

OR

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.

20. **SUBMISSION OF TENDER:**

Tenders shall be sent by registered post or put in personally in the sealed Tender Box located at the Corporate Security Gate of Midhani. The Tender cover shall superscribed our Tender Number and due date.

The tenders received after the stipulated time (10:30 hrs IST) and due date, due to any reason whatsoever will not be considered.

21. **MODE OF SUBMISSION OF TENDER:**

Tenders shall be submitted as per the procedure indicated at Annexure.

Tenderers are required to submit their tenders in two parts, namely:

1. **Part I:** Techno-commercial Bid (un-priced) with EMD.
2. **Part II:** Price Bid.

Techno-commercial (Un-priced) Bid: (Envelope No.1), detailed technical specifications should be furnished along with catalogue / literature of original manufacturer and submitted separately superscribed as "Techno-commercial Bid" (un-priced) including Commercial conditions indicating the tender No. & due date of opening duly sealed and kept in Envelope No.2.

**Price Bid:** (Envelope No.2), the priced offer / quotation should be submitted separately superscribed as "Price Bid" (envelope no.2) indicating the Tender No. & Due Date of opening duly sealed and kept in Envelope No.2.

All the two Envelopes should be kept in envelope No. 3 and which also should be superscribed with the tender No. & date of opening. The above is further explained in greater detail in Annexure - III.

Unsealed tender, unsigned tenders, tenders who are incomplete or otherwise considered defective are liable to be rejected. Any bid not confirming to above shall be summarily rejected.

22. **TENDER OPENING:**

A) **TECHNO-COMMERCIAL BIDS (UN-PRICED) :**

Techno-commercial Bids (un-priced) only shall be opened on the due date indicated in the enquiry in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening.

B) **PRICE BIDS:**

PRICE Bids of technically acceptable tenders' shall be opened after the Techno-commercial bids evaluation and after receipt of clarifications, if any, in the presence of tenderers or their authorized representatives who choose to be present at the time and date which will be informed to the tenderers concerned in advance.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions. Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

23. **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. Kancharbagh, Hyderabad - 500 058, 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.

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**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER:**

ENVELOPE NO.1:

PART - I "TECHNO-COMMERCIAL BID" TENDER No: MDN/PUR/ADVT/SEAMLESS TUBES/2011  
DATE: 04.01.2012, DUE DATE: 03.02.2012

To  
THE DY. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

ENVELOPE NO.2:

PART - II "PRICE BID" TENDER NO. MDN/PUR/ ADVT/SEAMLESS TUBES/2011  
DATE: 04.01.2012

To  
THE DY. 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/ ADVT/SEAMLESS TUBES/2011, DATE: 04.01.2012,  
DUE DATE: 03.02.2012

CONTENTS:

- A) TECHNO-COMMERCIAL BID
- B) EMD
- C) PRICE BID

To  
THE DY. GENERAL MANAGER (PURCHASE)  
MISHRA DHATU NIGAM LIMITED  
PO: KANCHANBAGH,  
HYDERABAD - 500 058. INDIA

NAME OF THE TENDERER:

Organisation Name	<b>MISHRA DHATU NIGAM LIMITED</b>		
Organisation Type	Public Sector Undertakings:	Ministry:	Ministry of Defence: <b>V</b>
Tender Ref. No. :	ENQUIRY NO. MDN/PUR/ADVT/SEAMLESS TUBES/2011		
Tender Title :	Supply of Seamless Tube (Muffle Tube) ID: 20mm, OD 27mm, Length 8750, +/-100mm Grade -600 (UNS 6600) (or) Grade – 625 (UNS 6625)		
Product Category :	Material		
Sub Category :	--		
Tender Value (INR if not mentioned):	EMD: Rs.40,000/-	Document Cost : Rs. 500/-	
Tender Type :	Tender Notice.		
Location :	Hyderabad.		
First Announcement Date :	04.01.2012 (The Hindu & Hindustan Times) – All India		
Publication Date on :	04.01.2012		
Last Date of Document Collection :	Upto : 1700 Hrs	02.02.2012	
Last date for submission :	Upto : 1030 Hrs	03.02.2012	
Opening Date :	At : 1030 Hrs	03.02.2012	
Supply of Seamless Tube (Muffle Tube) ID: 20mm, OD 27mm, Length 8750, +/-100mm Grade -600 (UNS 6600) (or) Grade – 625 (UNS 6625)	<b>Contact person:</b> <b>DY. GENERAL MANAGER (PURCHASE).</b>		
Pre-qualification :--	--		
Tender Document :	Enclosed.		
Bid Document :	Enclosed.		
Tech. Document :	Enclosed.		
Sector :	Hyderabad		
State :	Andhra Pradesh		
<b>For Further Information Contact</b>			
Name :	DY. GENERAL MANAGER (PURCHASE)		
Web site:	<a href="http://www.midhani.com">www.midhani.com</a>		
E-Mail :	<a href="mailto:mohanty.midhani@nic.in">mohanty.midhani@nic.in</a>		
Phone Office :	040 - 24343861		
Fax :	040 - 24340764		
Address :	M/s. Mishra Dhatu Nigam Limited, P.O. Kanchanbagh, Hyderabad - 500 058.		
City :	Hyderabad.		