

 <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O. : Kanchanbagh, Hyderabad- 500 058. Phone : 040-24340079 Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : MDNL / AP / 04 / OT / 326 /2016-17 Date : 21.03.2017 CLOSING DATE : 07.04.2017 TIME : 10.30 Hours OPENING DATE : 07.04.2017 TIME : 11.00 Hours</p> <p align="center">(TECHNO COMMERCIAL BID) Two Part Bid</p>
	<p>Your offer should contain the following information:</p> <ol style="list-style-type: none"> 1. Unit Rate and Terms of Price. 2. Validity Period of the offer. 3. Quantity/Trade discount, if any. 4. Delivery Schedules. 5. Mode of Dispatch. 6. Terms of Payment. 7. Taxes applicable with rate/percentage 8. Any other Govt. levies like excise, octroi applicable with rate/percentage.

Dear Sirs,

You are requested to send your offer in duplicate for the following items, as per the Terms & Conditions mentioned herein and also in the Annexure, in a sealed envelope subscribed with Invitation to Tender No. and due date:

Material / Work Description & Specifications	Estimated Requirement	Delivery Required by
	Quantity / Unit	
<p>JOB CONTRACT FOR MELT SHOP – I & IV</p> <ul style="list-style-type: none"> • Scope of Work : As per Annexure-I • Check list and Contractor Details : As per Annexure-II • General Directions & Terms & Conditions : As per Annexure-III • Bank Guarantee for Earnest Money Deposit: As per Annexure-IV • Please submit your offer in Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-V. <p>All Tender documents mentioned above are to be submitted by the you duly signed & stamped along with Techno Commercial Bid.</p> <p>E M D of Rs. 1,00,000/- by Demand Draft / Bank Guarantee to be submitted along with your Techno Commercial Bid in a separate cover.</p>	<p>500 Heats (5TEAF+AIM+VIR) Melt Shop-I & 600 Heats (20T EAF+LF+VD/VOD) Melt Shop-IV</p>	<p>within 30 days from the date of PO</p>

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably subscribed with Enquiry No. & Due Date.
3. E S I code is mandatory while submitted the offer, PF code also to be submitted. If supporting documents are not enclosed offer is liable to be rejected
4. Solvency Certificate as indicated in Check-list may please be submitted along with Techno Commercial bid only.
5. The payment will be made on monthly basis for the works carried out based on the certification of indentor on submission of bills
6. Validity of the offers shall be 90 days from the date of opening of Techno-Commercial Bid.
7. Techno Commercial Bid will be opened on date & time indicated above in the presence of tenderers who choose to be present along with authorization letter. Price Bids of acceptable tenderers will be opened at a later date.
8. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
9. PLEASE MENTION YOUR VALID E-MAIL ID.
10. Tender document fees of **Rs. 1000/-** by way of Demand Draft drawn in favour of Mishra Dhatu Nigam Limited, Payable at Hyderabad, if down loaded the documents from MIDHANI WEBSITE Tender document fees should be submitted along with Techno Commercial Bid.
11. MIDHANI reserves the right to cancel the tender or change the above tender schedule and also has the right to Accept/reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.
12. **For Technical queries please contact Sri Jambhulkar P (Sr.Manager) ph: 040-24184352 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**

1. Scope of job work: -

To provide assistance in Melt Shop – I & Melt Shop – IV in the following areas , to execute the material supply for projects of various customers , in melting of their alloys. The contractor shall employ qualified and competent personnel, with the knowledge of melting (in various equipments as below) pit side practices , welding, ladle , mould preparation , charge preparation , crane operation etc.

1.1. Name of the furnaces and equipments: -

- 1.1.1. Electric Arc Furnace - 5 .0 T
- 1.1.2. Vacuum Induction Refining Furnace - 5.0 T
- 1.1.3. Air Induction Melting Furnace - 2.2 T
- 1.1.4. Cranes - 30/5 T , 15 / 5 T ,60/20 T, 40/20 T & 35/5 T
- 1.1.5. Magnet & Grab Crane - 5 T & 5T
- 1.1.6. Electric Arc Furnace - 20 .0 T
- 1.1.7. VD / VOD - 25.0 T
- 1.1.8. Ladle Refining Furnace - 23.0 T
- 1.1.9. Ladle Preparation
- 1.1.10. Mould Preparation
- 1.1.11. Charge Preparation
- 1.1.12. Welding.

1.2. Assistance in production areas: -

1.2.1. ELECTRIC ARC FURNACE - 5 .0 T

- Cold / Hot patching , & Charging
- Assisting in Furnace operation & Melting
- Slag Removal , Sampling , Temperature Measurement
- Weighing of Raw Materials
- Electrode addition
- Flux / Ferro-Alloy shoveling /charging
- Tapping.
- All furnace pits cleaning work,
- Arranging melting consumables & Raw materials for melting,
- Assisting in Maintenance work
- Complete housekeeping of work centre
- Any other activity related to this area of work.

1.2.2. VACUUM INDUCTION REFINING FURNACE (VIR) - 5.0 T :

- Repair spout / Top Cap, Vacuum chamber cleaning.
- weighing of Raw Materials / Scrap, Charging,
- Melting & furnace operations.
- Operation of Vacuum Pumping System.
- Sampling, Temperature measurement,
- Raw Material Additions
- Slag Removal, Tapping.
- Lining Breaking / Dismantling & Ramming + Sintering
- Assisting in Maintenance work,
- Complete housekeeping of work centre
- Any other activity related to this area of work.

1.2.3. AIR INDUCTION MELTING FURNACE (AIM) - 2.2T/1.35 T :

- Repair spout / Top Cap, weighing of Raw Materials /Scrap, Charging,
- Melting & furnace operations.
- Sampling, Temperature measurement,
- Raw Material Additions
- Slag Removal, Tapping
- Lining Breaking / dismantling & Ramming + Sintering
- Assisting in Maintenance work
- Complete Housekeeping of work centre
- Any other activity related to this area of work

1.2.4. CRANE OPERATION:

- Operation of 30/5 T, 15/5 T, 60/20 T, 40/20T, 35/5T Cranes.
- Operation of 5 T Magnet & 5 T/Grab Crane.
- 30/5 TON Crane for all production & maintenance activities of Electric Arc furnace. All ladle preparation, mason & housekeeping activities.
- 15/5 TON Crane for all production & maintenance activities of AIM & VIR furnace. All mould preparation, electrode/ingot & scrap transfer & housekeeping activities.
- MAGNET & GRAB CRANE for all Arc Furnace charge preparation activities .All SMG activities & MS billet/bloom unloading & scrap unloading activities.
- Operations of 60/20 T & 40/20 T Crane for all melting & pit side activities.
- Any other activity related to this area of work.

1.2.5. ELECTRIC ARC FURNACE - 20 T :

- Cold / Hot patching & Charging
- Furnace operation & Melting
- Slag Removal , Sampling , Temperature Measurement
- Weighing of Raw Materials
- Electrode addition
- Flux / Ferro-Alloy shoveling /charging
- Tapping.
- All furnace pits cleaning work,
- Arranging melting consumables & Raw materials for melting,
- Assisting in Maintenance work

1.2.6. LADLE REFINING FURNACE – 23 T:

- Fixing Argon hose to ladle, positioning of ladle in Ladle Car.
- Furnace operation & Melting
- Sampling , Temperature Measurement
- Weighing of Raw Materials
- Electrode addition
- Flux / Ferro-Alloy shoveling /charging
- VD run out area cleaning work,
- Arranging melting consumables & Raw materials for melting,
- Assisting in Maintenance work
- Complete housekeeping of work centre
- Any other activity related to this area of work.

1.2.7. VD / VOD - 25 T:

- Minor Repair Vacuum Chamber Refractory, Vacuum chamber cleaning.
- Fixing of Argon hose to ladle & positioning of ladle in chamber.
- weighing of Raw Materials / Scrap, Charging,
- Furnace operations.
- Operation of Vacuum Pumping System (Ejector System).
- Sampling, Temperature measurement,
- Raw Material Additions
- Assisting in Maintenance work,
- Complete housekeeping of work centre
- Any other activity related to this area of work.

1.2.8. LADLE PREPARATION: (3T, 6T & 20 T LADLES)

- Cleaning of ladle, metal jam removal if any, ladle & stopper rod preparation, stopper rod setting.
- Preheating of ladle, heat tapping, teeming & sampling.
- Minor repair of ladle side wall/bottom if any.
- Slide Gate preparation of Slide Gate System.
- Cleaning of tap hole & argon plug of ladle after teeming with oxygen lancing in hot condition.
- Lining breaking/dismantling of ladle after life is over & arranging for re-lining.
- Complete housekeeping of work centre.
- Maintaining the ladle life records & check list of the ladles.
- Any other activity related to ladle Preparatio.

1.2.9. MOULD PREPARATION: (for Melt Shop-I, II & IV)

- Mould preparation for MS -I , MS - II, MS - IV.
- Cleaning of the Moulds, hot top fixing, coating the inside surface of the mould with mould coating paint, ceramic paper Pasting on inside surface of the moulds, whenever required.
- Mould setting in teeming area/inside VIR chamber/AIM pit, Centering of ladle during teeming, Stripping of mould, writing heat number & grade on stripped electrodes/ingots, excess metal transfer to SMG on regular basis, Electrode/ingot transfer to Conditioning/Forge shop, cleaning of top pouring & bottom pouring pits, maintaining the mould life records & check list of the mould, complete housekeeping of work centre.
- Any other activity related to Mould preparation.

1.2.10. WELDING:

- Welding of spoons for all furnaces of MS-I & MS IV .
- Welding of slag & mixing rakes of EAF (5 & 20 T)
- Welding of hooks on scrap pieces for EAF ,AIM and VIR and also for EAF 20 T , VD / VOD, & LRF if required.
- Cutting of bottom plates of Electrodes/Ingots , Minor welding of ladle / tundish, ladle jam cutting .
- Gouging of electrodes samples, repair of damaged C I moulds by welding.
- Any other activity related to production.

1.2.11. CHARGE PREPARATIONS: (for 5 & 20 T EAF)

- Charge preparation of different grades of EAF (5 & 20 T) as per the instructions of the shift In-Charge.
- Supply of required scrap to EAF / AIM/VIR furnace
- The charger should be well conversant of different types of scrap of MIDHANI.
- Maintaining all required records. Supervision of unloading of M S Billets, cutting of M S billets. Weighing of cut M S billets is also included in the scope
- Any other activity related to Charge preparation.

The above scope of work is illustrative in nature & exhaustive, may alter from time to time, it is on the basis of shift requirement.

1.3. GENERAL INSTRUCTIONS :

- 1.3.1** All personnel being positioned shall have previous experience in Meting & Pit Side activities to ensure the quality of service.
- 1.3.2** The Contractors' personnel shall be engaged for taking production at different work centers as mentioned in scope of work under the guidance of Shift In-Charge.
- 1.3.3** To carry out the above jobs , the contractor should supply man power during the two (A & B) Shifts in Melt Shop – IV & in one Shift (A) in Melt Shop - I on all working days of MIDHANI. The contractor may have to engage manpower in 'C' shift in Melt Shop – IV & 'B' & C shifts depending upon the work load
- 1.3.4** On Holidays/ Sundays depending on the work, the contractor has to provide assistance on the various furnaces for taking production.
- 1.3.5** Intimation will be given at least one day in advance for the works planned on Sundays & Holidays,
- 1.3.6** Contractor personnel should also assist the maintenance crew when furnace/equipment is under break down.
- 1.3.7 Complete housekeeping of shop & respective work area has to be carried out on regular basis.**
- 1.3.8** The Contractor has to engage a Supervisor to supervise and manage their work-men.
- 1.3.9** The Supervisor shall report to the officer In charge of M S I & IV, who will give the priority of work for the day in the beginning of the shift , and get instructions from the in charge to execute the Jobs.
- 1.3.10** All special tools & tackles required for productions shall be provided by MIDHANI.
- 1.3.11** All Contractors' personnel shall use the Personnel Protective Equipment (PPE).
- 1.3.12** Any other work relevant to operation/production shall also be taken up by the contractor.
- 1.3.13** Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company officials is incompetent or misconducts himself and such persons shall not be again employed on works without permission of the company official .

1.4. Man Power Requirement :

1.4.1. It is estimated that about 18 (Eighteen) for Melt Shop – IV & 14 (Fourteen) for Melt Shop – I qualified and competent personnel are required per shift to carry out the above job works as per the scope of work .

1.4.2. Attendance Register for manpower reported shall be maintained by the contractor & certified by Engineer In-Charge.

1.4.3. Payment shall be made subject to satisfactory performance & at the discretion of MIDHANI .

1.5. SERVICE QUALITY :

In order to maintain good quality of work, the following number of people may be required in Melt Shop – I & Melt Shop – IV at various work centers.

MELT SHOP – I (for one shift operation)

Sl.No	Trade/Area	Minimum Nos. of persons		Category	
		Per Shift	Total / Day	Skilled	Semi-Skilled
1	EAF	3	3	2	1
2	AIM / VIR	3	3	2	1
3	LADLE PREPARATION	2	2	1	1
4	MOULD PREPARATION	2	2	1	1
5	CRANE OPERATION	2	2	2	--
6	WELDING	1	1	1	--
7	CHARGE PREPARATION	1	1	1	--
Total /Day		14	14	10	4

MELT SHOP – IV (for two shift operation)

Sl.No	Trade/Area	Minimum Nos. of persons			Category	
		A Shift	B Shift	Total / Day	Skilled	Semi-Skilled
1	EAF	4	4	8	4	4
2	LF & VD/VOD	4	4	8	4	4
3	LADLE PREPARATION	3	3	6	4	2
4	MOULD PREPARATION	3	3	6	4	2
5	CRANE OPERATION	2	2	4	4	--
6	WELDING	1	1	2	2	--
7	CHARGE PREPARATION	1	1	2	2	--
Total /Day		18	18	36	24	12

1.6. PAYMENT :

- 1.6.1. Payment shall be made on total number of heats produced in Melt Shop – IV (EAF + LF + VD/VOD) & Melt Shop – I (EAF + VIR + AIM) on monthly basis. It shall be made after completion of the month and after submission of the bills for the same duly certified by the Engineer In-Charge. The Sintering Heat and wash heat shall be considered as one heat for payment. Piggged Heat & Rejected heat shall not be considered for payment.
- 1.6.2. In case sufficient man – power is not provided, then deduction shall be made @ Rs.600/- per man shift .
- 1.6.3. The running bills on monthly basis for the services rendered shall be prepared by the contractor and submitted to the Officer in charge, before 5th of every month for the work done in the previous month. Based on the recommendation of the In-Charge, Melt Shop – I/IV, the bills will be routed through Admin Purchase and Finance for payments to the contractor.
- 1.6.4. The contractor has to pay his workers equal or higher as per minimum wages act and comply with all requisite obligations including PF and ESI and submit the proof along with the Bills for payment.
- 1.6.5. The contract is for 500 heats at Melt Shop – I & 600 Heats at Melt Shop – IV. After successful completion of the contract, MIDHANI may extend the contract for 500 Heats at Melt Shop – I & 600 Heats at Melt Shop - IV without any changes in terms and conditions of the contract , which shall be intimated to the party 1 – 2 months in advance . The number of heats mentioned against the furnaces may change depending upon the material supply against different projects. The total number of heat mentioned against the shops shall remain same.
- 1.6.6. In case of extending the contract , the contractor has to execute the works , with the same terms & conditions for one more Term , subject to satisfactory performance and at the discretion of MIDHANI.
- 1.6.7. **MIDHANI reserves the right to cancel the order at any time giving one month notice without assigning any reason.**

1.7. SAFETY :

- 1.7.1. The contractor shall ensure complete adherence of safety norms for their personnel during their work in MIDHANI. MIDHANI shall be indemnified from any eventualities arising out of unsafe working practices concerning their workmen.
- 1.7.2. All safety precautions to be adhered while carrying out the job work. Safety of the contractor's workmen will be the responsibility of the contractor. Safety gadgets such as helmets, hand gloves, smelter goggles, safety goggles, cotton dress, safety shoes, masks etc shall be provided by the contractor.
- 1.7.3. The contractor shall maintain accidents / incidents register.

1.8. COMPENSATION :

- 1.8.1. The Contractor shall have to indemnify MIDHANI, if his activities cause loss or damage to any of MIDHANI property in any manner . Failure on the part of the contractor to indemnify , MIDHANI shall recover such amount from his running bills. If it is not sufficient , the amount shall be recovered from SD and if still the amount is not sufficient , then the contractor shall arrange to pay the same to MIDHANI forthwith . Otherwise MIDHANI is empowered to initiate appropriate action including legal action to recover the loss in the event of the Contractor's failure to pay within the stipulated time limit as demanded.

1.8.2. The contractor shall provide indemnify to MIDHANI from all liability what so ever under the employee's Compensation act in respect of any injury suffered by the employees of the contractor or expenses on the treatment including hospitalization or even which may result in the death of his employee and also on account of poor workmanship of jobs carried out with. Otherwise MIDHANI is empowered to initiate appropriate action including legal action to recover the loss in the event of the contractor's failure to pay within the stipulated time limit as demanded .In case of any differences or dispute arising out of interpretation of this contract, the case shall be referred by either party to sole arbitration of the CMD, MIDHANI or any other officials nominated by him, whose decision shall be final & binding on both the parties. To all such proceedings the provision of Indian Arbitration & Conciliation Act 1996 shall be apply .All suits or any other matter arising out of this contract other than those mentioned hereinabove shall be with jurisdiction of Hyderabad Court only.

1.8.3. The offers of the contractors (who have done the job contract in MIDHANI earlier) whose services are found to be irregular / not satisfactory shall not be considered.

1.9. COMPLIANCE OF ENACTMENTS :

The contractor shall comply with the provision of the following act and rules

- 1.9.1.** The contractor shall ensure compliance of contractual obligations as laid down in MIDHANI Contract Policy.
- 1.9.2.** The contractor and their employees will observe all the laws / enactments, rules and regulations of MIDHANI and also the statutory and legal requirement of central and state government.
- 1.9.3.** The Contractor has to pay his work-men as per minimum wages act 1948 and payment of wages act 1936 & amendments thereof and the rules made under , Industrial dispute act , Provident fund Act , ESI Act , equal remuneration act etc.
- 1.9.4.** The contractor shall comply with the Contract labour (Regulation and Abolition) Act or any amendment thereof and all legislation and rules of the state or other authority framed from time to time.
- 1.9.5.** The contractor shall provide necessary insurance cover for the workmen / staff employed by him.
- 1.9.6.** Contractor is wholly responsible for injuries / death of the person employed by him arising due to accident during the contractual period. At any point of time, MIDHANI will not be responsible for any loss/ damage to the persons arising out of accident for performing the contractual obligations.
- 1.9.7.** The Contractor shall be held responsible for all Liabilities and damages caused on account of poor / negligent / improper workmanship of jobs carried out .
- 1.9.8.** Appropriate recoveries will be done in such cases . The decision of the In-charge will be final & binding .
- 1.9.9.** EPF, ESI etc., to be provided to the workmen engaged for job work, by the contractor only.
- 1.9.10.** The contractor shall arrange for police verification certificate in respect of antecedents of their workmen after receipt of our order.
- 1.9.11.** Security Deposit shall be made as per Commercial Terms & Conditions of MIDHANI .

CHECK LIST & CONTRACTOR DETAILS

SL. No.	DESCRIPTION OF DOCUMENT	YES	NO	REMARK
1	Enclosed Xerox copy of your firm company/Agency Registration certificate/partners ship deed			
2	Enclosed Xerox copy of Licence obtained from office of Regional Labour Commissioner (central)			
3	Enclosed Xerox copies of EPF code, ESI code, Service Tax Regn.. No. PAN No. (Firm/Organization)			
4	Agreed to MIDHANI standard payment terms			
5	Enclosed Demand Draft towards EMD submitted for Rs. 1,00,000/-			
6	Enclosed solvency certificate of value Rs 25,00,000/- minimum from your Banker. The date of certificate should <u>not be older than 06 months.</u>			
7	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
8	List Applicable Taxes clearly			
9	Cost of Tender Documents :Rs 1000/- Non-refundable to be submitted along with Techno Commercial Bid			
10	Enclose Techno-Commercial Bid & Price Bid in a Separate sealed cover (Applicable for Two part Bid)			

Date :

Signature of Tenderer

B).CONTRACTOR DETAILS

1. Name & Address of the tenderer:

2. Name of the authorized person with designation:

Office telephone :
Residence telephone :
Cell / Mobile no :
Valid / Official Email ID :
Fax no :

3. Are you License Holder under contract Labour (R&A) :
Act 1970 & the contract Labour act (R&A) central
Rules, 1971 made there under

4. If so furnish details of the license No:

- a. Maximum number of labourers employed:
(Indicated separately)
- b. Validity period of license :

5. Indicate the following details duly enclosing a copy there of

- a. ESI Code :
- b. EPF Code :
- c. Income Tax PAN no. :
- d. Service Tax Code No. :

6. Are the rates quoted in commercial bid/price bid :
Comply with the minimum wages as per latest notifications

7. Is there any notice / Letter from MIDHANI for unsatisfactory service/non execution of work/un commencement of work? If Yes give details.

8. Details of present contracts in hand with MIDHANI

Name of contract & PONO.	Contract value (Rs.)	Contract Validity	SecurityDeposit/Details

GENERAL TERMS AND CONDITIONS TO TENDER

1. DEFINITION

- a. 'MIDHANI' means Mishra Dhatu Nigam Limited, Hyderabad and it's successors in office and In-charge of the division
 - b. 'TENDERER' means the person / Firm / proprietor and it's successors, legal heirs, legal representative etc. submitting quotations in response to the advertisement / tender after accepting all the terms & conditions.
 - c. Words imparting the singular only also include the plural and vice versa where the context requires. Words imparting the persons include firm and corporation and vice versa where the context requires.
 - d. 'CONTRACTOR' means the successful tenderer to whom the work is awarded.
- 2.** The tenders should be valid for a minimum period of 3 months from the date of opening of the tenders. The rates should be quoted in both figures and words Erasers and corrections may be avoided. In case, it is unavoidable, the same may be done with full counter signature of the tenderer on such places.
 - 3.** Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected.
 - 4.** Firmness of price: The quoted prices should be firm during the tenure of Contract / Purchase Order.
 - 5.** Please confirm whether your firm / Company is registered as MSME unit under Single Point Registration Scheme of NSIC, Part-II of DIC, and if so please furnish proof of registration, without certificate, firm will not be considered as MSME.
 - 6.** Acceptance of tender: MIDHANI reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. MIDHANI may also enter into contract parallelly with other sub-contractors for the same job.
 - 7.** The detailed scope of work / supply is given at Annexure.
 - 8.** The required information about tenderer and other details are to be furnished as per Annexures.
 - 9.** Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
 - 10.** The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the labour employed by him under this contract.
 - 11.** Rejections: The order has to be executed as per scope of work. In case any material is rejected due to faulty workmanship, the cost of material as determined by MIDHANI would be recovered from the contractor. The contractor shall engage his own supervisor to supervise the work of his workmen during all the working periods.
 - 12.** Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.

13. PAYMENT TERMS:

- a. Full payment will be made within 30 days after submission of certified bill for the job completed for each month, subject to compliance of clause no. 19.0 and other Terms & Conditions herein.
- b. The Contractor shall raise the bill for the work done once in a month.
- c. The Contractor shall attach support documents towards remittance of PF & ESI for the previous month in respect of workmen employed by him under the contract to enable Midhani to make the payment.
- d. However, the 1st bill will be submitted after completion of 2nd month along with the above documents pertaining to the 1st month.
- e. Contractor shall submit support documents for wage register, attendance duly authorized by indenter etc. Along with each bill.
- f. **For late remittance of ESI, PF or both, penalty will be charged by deducting 5% of bill amount, from the corresponding bill or Security Deposit OR from any amount payable to contractor.**

14. EXECUTION OF WORK:

- a. The work shall commence on awarding the contract by MIDHANI. The work shall generally be carried out during 0700 hrs. and 2300 hours on working days. Written permission of MIDHANI has to be obtained for working before and beyond these hours.
- b. The contractor shall engage workmen competent to perform the allotted work.

15. DEDUCTIONS AND RECOVERIES:

- a. In the event of Contractor has executed unsatisfactory work or carelessly, recoveries will be made from the Contractor's bills or any other payments due to the contractor or Security Deposit as assessed by In-charge of the work. Decision of **A G M** of Midhani will be final in case of any dispute in this regard.
- b. MIDHANI shall recover the actual expenditure incurred to make good the-
 - Poor quality of work.
 - Damage caused to the neighbouring works, surrounding equipments.
 - Damage caused by him and / or persons employed by him either during the course of work or otherwise.
 - From any sums due or may become due from whatever source available in the event of contractor's failure / refusal to do so.
- c. In every case, in which by virtue of the provisions of Sec (12), sub section (1) of the Employee compensation Act, 2010, if MIDHANI is obliged to pay compensation to workmen employed by the Contractor in execution of the work under section-12, sub-section (2) of the said Act, MIDHANI shall be at liberty to recover such amount or any part thereof, by deducting it from the Security Deposit or from any sum due from MIDHANI to the Contractor (s) whether under the contract or otherwise.
- d. MIDHANI shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor (s) and upon his / their giving to MIDHANI full security for all costs for which MIDHANI might become liable to pay in consequence of contesting such claim.
- e. The Contractor shall indemnify MIDHANI from all liability whatsoever under the Employee compensation Act, 2010 or otherwise in respect of any injury suffered by the staff employed by the Contractor including resultant death of his staff/worker.
- f. The Contractor shall indemnify Midhani other consequential treatment cost incurred.

16.COMPENSATION:

The Contractor shall pay compensation if he or his workers causes / cause loss or damage to MIDHANI's property in any manner. Alternatively MIDHANI reserves it's right to recover the said loss / amount from the contractor's bills or from any sum due or which may become due to the contractor or forfeit the Security Deposit. Appropriate - action including legal recoveries will be resorted to for effective recoveries taken to recover the compensation in the event of Contractor's fails to compensate within the stipulated time limit on demand.

17.SECURITY DEPOSIT:

The successful tenderer shall furnish to Midhani 10% of contract value by way of Bank guarantee / DD from a Nationalized Bank drawn in favour of MI9SHRA DHATU NIGAM LIMITED, Hyderabad., towards Security Deposit to be held by Midhani, valid for the contract period and also 3 months thereafter. The S.D. amount will be returned to the contractor on successful execution of the contract which shall be free of interest. Midhani shall be entitled to adjust from out of the said amount of Security Deposit any dues to the Midhani from the Contractor or his employees.

18.SECURITY:

- a. MIDHANI factory is under security arrangement. The entry / exit into / from the factory premises will be regulated by pass and in plant security checks will be carried out. The Contractor shall take notice of the above security restrictions and comply with the Security arrangements.
- b. The Contractor shall abide by the rules and regulations laid done by MIDHANI and other Security checks existing or may come in existence in future from time to time.
- c. The Contractor and his staff should follow the Security regulations of MIDHANI in force and as amended from time to time. Suitable action will be taken by Midhani including summary termination and / or penal and / or legal action for breach of these security regulations indulged in, by either the contractor or his staff and MIDHANI decision shall be final in this regard.
- d. The Contractor shall be held personally responsible for conduct of his staff and liable for consequential action in case of any misconduct or offence. The Contractor and his staff shall also come under the purview of the Laws of the State, Union and Defence rules and liable to be dealt with suitably in the event of infringement of any of these rules.
- e. The Contractor shall employ his supervisors for effective supervision' of his workmen and for proper execution of the work schedules allotted at his cost.

19.COMPLIANCE WITH ENACTMENTS :

The Contractor shall comply with provisions of the following Acts / Rules in addition to those mentioned herein:

- i. The contractor shall comply with all the provisions of Contract Labour (Regulation & Abolition) Act 1970.
- ii. The Tenderer is required to comply with the statutory requirements in relation to ESI and PF for the persons engaged by him to fulfil the contractual obligations. For this purpose, the Tenderer should have the ESI & PF establishment codes. Contractor should possess license under the provisions of the contract labour (regulation & abolition) Act 1970 issued by Regional Labour Commissioner (Central) and the license should be valid for the term of the contract.
- iii. The provisions of minimum wages act 1948 and payment of wages act 1936 shall be applicable to the workers of the contractor engaged by him for execution of the order and shall pay as per the minimum wages notified by the appropriate Govt. in the official Gazette from time to time and amendment thereof.
- iv. Industrial Disputes Act, 1947.
- v. Employee compensation Act 2010 (VIII of 1923) or any other law for the time .being in force.
- vi. Provident Fund & Misc. provisions Act and Rules thereof, 2010..
- vii. ESI Act & Rules thereof.& Equal Remuneration Act etc..
- viii. The Contractor shall provide necessary Insurance Coverage for the Workmen / Staff employed by him.
- ix. Any other relevant laws / rules,

- x. The contractor shall maintain all registers as per CL (R & A) Act, 1970 and rule made there under and produces the same for inspection as & when required by Midhani or Appropriate Statutory Authorities like labour department etc.
 - xi. Any other labour legislation to be enacted from time to time.
 - xii. The Contractor shall be held responsible for all liabilities and damages caused on account of poor / negligent / improper workmanship of Jobs carried out.
 - xiii. Appropriate recoveries will be done in such cases. The decision of Shop In-charge will be final & binding
 - xiv. Various rules and regulations of MIDHANI.
- b. Social Security: It is mandatory to implement the social security benefit to the employees working under contractor. The contractor shall comply with the provisions of the ESI Act and EPF & MP act 1952 and get the code no. under Employees provident Fund from PF office. The payment will be released only after submission of the code no. and a copy of the coverage intimation and subsequent payments will be released only on submission of challans and 12A monthly return copy in proof of remittance of provident fund for previous month and you have to furnish ESI establishment code under ESI Act, 1948.
- c. The Contractor Labour (Regulation & Abolition) Act, 1970 or any amendment thereof and all legislations & Rules of the State or any Local Authority framed from time to time. The rules and other statutory obligations with regard to wages, welfare, safety measures etc., will be deemed to be part of the Contract.

20.SAFETY:

- a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.
- b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,
- c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

21.WEEKLY HOLIDAYS AND PAID HOLIDAYS:

Every workmen employed by the Contractor shall be allowed in each week, a day's rest and statutory holidays with wages as required under the relevant laws.

22.LIQUIDATED DAMAGES:

- a. The time for completion of the work as specified shall be strictly observed by the Contractor. If the Contractor fails to comply with the time schedule, he shall be liable to pay liquidated damages @ 1% (one percent) for weeks or part thereof up to a maximum of 10% (Ten percent) of the Contract amount. The decision of Midhani on this behalf shall be final and binding on the contractor.
- b. Failure on the part. of the Contractor to carryout the assigned jobs by deploying his workmen in time, Midhani, apart from levying liquidated damages, is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the contractor and shall recover such expenditure incurred by it from the Contractors bills / security deposits.
- c. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Contractor shall pay the different amount on demand.

23.PENALTY:

In case of non-performance or delay in the performance, the Contractor is liable for penalty the quantum of which would be decided by the of **A G M** whose decision in this regard would be final and binding. and in case the amount of bills & SD are not sufficient for recovery, the contractor shall pay the difference amount from his own resources.

24. INDEMNIFY:

The Contractor shall indemnify MIDHANI from all liabilities whatsoever and also under the Employees Compensation Act or otherwise in respect of any injury suffered by the workmen / staff employed by the contractor, resulting in the death of his workmen / staff or hospitalization or disablement, the contractor shall also undertake to indemnify MIDHANI in case of any financial loss suffered by MIDHANI on account of contravention of the PF & ESI regulations or non-compliance of any other Rules by the contractor where MIDHANI shall become liable on account of his default.

25. TERMINATION OF THE CONTRACT:

MIDHANI reserves its right to terminate the contract at any time in case of

- a. The bad workman ship of the work.
- b. Damage to other works in progress / surrounding fixtures and equipment.
- c. Slow progress of work or
- d. Any other reason deterrence to the interest of MIDHANI.

26. SHORT CLOSURE OF CONTRACT:

In the event of PO being placed on the successful tenderer, MIDHANI reserves its right to short close the PO for the total quantity or part thereof, by giving a notice of one month, under the circumstances viz breach of trust/breach of contract conditions, impossibility of performance, change in market conditions, change in production plan, change in specification, cancellation of order by the end user etc.

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.

27. DISPUTES:

In the event of any dispute arising under this contract such dispute shall be referred by either party to the sole arbitration to be nominated by CMD, MIDHANI. Whose decision shall be final, conclusive & binding on both parties.

The provisions of Indian Arbitration and Conciliation Act 1996 as amended for time to time shall be applicable. Venue shall be Hyderabad, language shall be English.

DECLARATION BY THE TENDERER

I/We have fully understood and accepted in to the Terms & conditions of the Tender Document & it's annexure attached and declare that I/We understood the Scope of Work / Supply/ Specifications and submitted my /our offer.

I/We declare that I/We abide by the same. I/We have submitted all required documents.

Date :

Signature of Tenderer with Seal.

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. _____ 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._____.
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 there under. 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._____ 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

Envelope No.1

“TECHNO – COMMERCIAL BID, and Other documents ”

Tender NO. MDNL/AP/ 04/OT/ 326 /2016-17 Date : 21.03.2017
Due Date : 07.04.2017 at 10.30 hrs. Opening Date : 07.04.2017 at 11.00 hours

To

Additional General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.

NAME OF THE TENDERER:

Envelope No.2

“COMMERCIAL / PRICE BID”

Tender NO. MDNL/AP/ 04/OT/ 326 /2016-17 Date : 21.03.2017
Due Date : 07.04.2017 at 10.30 hrs. Opening Date : 07.04.2017 at 11.00 hours

To

Additional General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.

NAME OF THE TENDERER:

PLEASE PUT THE ABOVE TWO ENVELOPS IN A BIGGER SIZE ENVELOPE
AND INDICATE THE DETAILS AS SHOWN BELOW:

Envelope No.3

CONTENTS : 1. TECHNO – COMMERCIAL BID & other documents
2. COMMERCIAL / PRICE BID.

Tender NO. MDNL/AP/ 04/OT/ 326 /2016-17 Date : 21.03.2017
Due Date : 07.04.2017 at 10.30 hrs. Opening Date : 07.04.2017 at 11.00 hours

To

Additional General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.

NAME OF THE TENDERER: