 <p><b>MISHRA DHATU NIGAM LIMITED</b> (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O. : Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184578/4262 Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : <b>MDNL / AP / 08 / OT / 117 / 2017-18</b> Date : <b>05.08.2017</b> CLOSING DATE : <b>29.08.2017 TIME : 10.30 Hours</b> OPENING DATE : <b>29.08.2017 Time: 11.00 Hours</b></p> <p align="center"><b>(TECHNO COMMERCIAL BID)</b> <b>Two Part Bid</b></p>
	<p>Your offer should contain the following information: 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.</p>


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
	Quantity / Unit	
<p><b>Grinding of slabs, billets etc. on Swing Frame Grinders (SFG) and cutting of materials on Band Saw at HRM.</b></p> <ul style="list-style-type: none"> <li>• Scope of Work : As per Annexure-I</li> <li>• Price Bid Format : As per Annexure-II</li> <li>• Check list and Contractor Details : As per Annexure-III</li> <li>• General Directions &amp; Terms &amp; Conditions : As per Annexure-IV</li> <li>• <b>Please submit your offer in Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-V.</b></li> </ul> <p>All Tender documents mentioned above are to be submitted by the you <b>duly signed &amp; stamped</b> along with Techno Commercial Bid.</p>	<p><b>AS PER ANNEXURE- II</b></p>	<p><b>One Month</b></p>
<p><b>E M D of Rs. 60,000/- by Online Payment as per Annexure-IV, Clause No: 17 to be submitted along with your Technical Bid &amp; Price Bid in a sealed cover.</b></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. F 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 G.Raja Sri (Manager) ph: 040-24184283 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : [bbharatku03@midhani.com](mailto:bbharatku03@midhani.com).**

  
 बी भरत कुमार  
 उप प्रबंधक - क्रय  
 Dy. Manager - Purchase  
 मिडहानी : हैदराबाद

**SPECIFICATION / SCOPE OF WORK**

**I.A. For grinding on SFG/ Hand grinding**

Contractor has to carry out Swing Frame Grinding and hand grinding of various grades/sizes of materials given in ANNEXURE-II (A). Necessary equipments like swing frame grinders, hand grinders, consumables like grinding wheels etc required for carrying out the job will be provided by MIDHANI. Contractor can make use of material handling equipments like EOT crane, Fork lifts etc. available at HRM for carrying out the job.

1. The grades of the material to ground are low alloy steels, stainless steels, nickel/cobalt base super alloys, Ti & Titanium alloys etc.
2. The piece weight of the material will range between 15 kgs to 600 kgs in various shapes.
3. Loading, and unloading of the material for grinding, changing of grinding wheels etc.
4. The material has to be ground using swing frame grinders & hand grinders to remove surface scale & defects.
5. The material after grinding has to be marked with the original identification and stacked at the designated location.
6. Maintaining of records of the surface area ground on day to day basis countersigned by the Midhani representative.
7. All safety appliances as necessary shall be supplied to workmen by the contractor.
8. Used grinding wheels have to be stacked/ disposed at designated area.
9. Contractor has to deploy manpower in A & B shifts on normal working days. In case of need, work urgency the contractor may have to deploy manpower in C shift and also on Sundays/Holidays.
10. GRINDING DUST TO BE REMOVED & Stored in drums at the end of the shift.

**II.A. For cutting on band saws**

1. Contractor has to carry out cutting activity of various grades, sizes and shapes of materials on band saw cutting machines of HRM. Grades of material to be cut shall be low alloy steels, stainless steels, nickel/cobalt base super alloys, Ti & Titanium alloys etc. Sizes of materials to be cut are given in ANNEXURE-II (B). Given sizes are indicative only and there may be variation in sizes given.
2. Contractor has to deploy manpower in A & B shifts on normal working days. In case of need, work urgency the contractor may have to deploy manpower in C shift and also on Sundays/Holidays.
3. Midhani will provide the necessary Machines/equipment, cutting tools, measuring tools and consumables like hand gloves, cotton waste etc.
4. Contractor has to ensure cleaning of machines thoroughly at the end of each shift.
5. The scrap/discards generated after cutting on each machine has to be removed and placed in the bins provided near the machines and to be shifted to SMG.
6. Loading/ unloading of job/ scarp at the machines and stacking them as per the requirement of MIDHANI.
7. Cut pieces and end cuts to be marked with paint/ Hand punch after cutting.
8. The contractor's employee should maintain the log book with the details like date, shift, grade, heat no, size, no of cut pieces, area of cutting, blade consumption and should be endorsed by the shift in charge at the end of the shift.
9. Removal of old blades and fixing of new blades of band saw machines whenever necessary.
10. Contractor has to arrange to cut material of different sizes in the form of rounds, squares, & slabs in general and other sizes in particular consisting of stainless steels, special steels, super alloys and all grades of Ti alloys etc.
11. Any other relevant/ related work with respect to cutting.
12. All safety related aspects are to be take care by the contractor only. He has to provide safety shoes, uniform and other safety gadgets.
13. The contractor has to engage the workmen who are conversant with cutting operations on band saw cutting machines, operation of forklift, Crane.

**PRICE BID FORMAT:-**

**A. Grades to be ground:-**

Low alloy steels, stainless steels, super alloys, titanium and titanium alloys etc.

**Sizes to ground:-**

**a. ROUGH GRINDING WITH SWING FRAME GRINDER ON ALL FOUR SIDES**

SL.NO	SIZES	QUANTITY (MTR)	RATE PER UNIT(Rs.)	TOTAL VALUE(Rs.)
1	80MM DIA	100		
2	100-110 MM DIA OR SQUARE	3500		
3	72-45 MM SQ	6000		
4	120-160MM DIA OR SQ	600		
5	50-70(T) X250-350 (W) MM	2000		
6	80-95 (T) X350-400 (W) MM	2000		
7	170X220MM	200		

**b. HAND GRINDING WITH GRINDERS FOR LOCALISED SPOT DEFECTS AND DUBURRING OF EDGES**

SL.NO	SIZES	QUANTITY (MTR)	RATE PER UNIT(Rs.)	TOTAL VALUE(Rs.)
8	100-120 MM DIA OR SQUARE	500		
9	72-45 MM SQ	1000		
10	120-160MM DIA OR SQ	200		
11	50-95 (T)X 250-400 (W) MM	600		
12	170X220 MM	200		
13	12-36(T)X1060	3500		

**T-Thickness      W-Width**

**c. HAND GRINDING OF TOTAL SURFACE ON ALL FOUR SIDES**

SL.NO	SIZES	QUANTITY (MTR)	RATE PER UNIT(Rs.)	TOTAL VALUE(Rs.)
14	45MM SQ	500		

S.No 1 to 14, Quantity tolerances of +/- 20% may be allowed.

It is responsibility of the contractor for the execution of contract work through his workmen as per instructions given by the engineer in charge/ shop in charge to me to time. In case the workmen do not turn up the work, it is the responsibility of the contractor to make alternate arrangements for getting the work done as per contract.

**B. CUTTING OF INPUT MATERIAL OF VARIOUS SIZES**

<b>SL.NO</b>	<b>SIZES</b>	<b>QUANTITY(Sq.Cm)</b>	<b>RATE PER UNIT(Rs.)</b>	<b>TOTAL VALUE(Rs.)</b>
1	Billets, Slabs and Rounds of various sizes up to maximum of 500 Dia/Sq	18,00,000 Quantity tolerance of +/- 20 % may be allowed.		

**NOTE:-**

- a) The above quantities are indicative and actual quantities may vary depending upon production requirements
- b) Tenderers have to quote charges per meter in case of grinding and per sq.cm for cutting operation.
- c) Tenderers have to quote charges for each item separately as per the tables given at Annexure-II A and Annexure-IIB.
- d) However the offer which is lowest and technically acceptable for sum of all items of grinding and cutting will be considered for placement of order since both the activities are interlinked and have to be carried out together.
- e) Contract period will be for one year. On successful completion of contract, the contract may be extended for a period of maximum one year with same terms and conditions at the discretion 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/partnership 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. GST registration PAN No.  (Firm/Organization)			
4	Agreed to MIDHANI standard payment terms			
5	Enclosed Demand Draft towards EMD submitted for <b>Rs. 60,000/-</b>			
6	Enclosed solvency certificate of value <b>Rs 12,00,000/-</b> minimum from your Banker. The date of certificate should <b><u>not be older than 06 months.</u></b>			
7	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
8	<b>List Applicable Taxes clearly</b>			
9	<b>Cost of Tender Documents :Rs 1000/-</b> Non-refundable to be submitted along with Techno Commercial Bid			
10	Enclose Techno-Commercial Bid & Price Bid in a Separate sealed cover <b>(Applicable for Two part Bid)</b>			

Date :

Signature of Tenderer

**B).CONTRACTOR DETAILS**

Name & Address of the tenderer:

1. Name of the authorized person with designation:

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

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

3. If so furnish details of the license No:

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

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

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

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

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

7. Details of present contracts in hand with MIDHANI

Name of contract & PO No.	Contract value (Rs.)	Contract Validity	Security Deposit/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. 20.0 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 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 its 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. EMD PAYMENT:**

All Indian Bidders are requested to submit the EMD online through the below link: <http://ebs.in/midhani/public/> or MIDHANI website: [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > TENDER FEE, EMD FEE (EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT – ONLINE PAYMENT.

If EMD not found enclosed along with Techno-commercial bid, such offers are liable for rejection.

The EMD of unsuccessful tenderer will be returned after finalization of the tender.

**18. SECURITY DEPOSIT:**

The successful tenderer shall furnish to Midhani 10% of contract value through Online Payment as per Clause-17 of Annexure-IV 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

**19. 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 down 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.

**20. 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.

**21. 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.

**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 **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 difference/dispute arising under this Tender / Contract, such disputes/differences shall be referred by either party to the Arbitration of the sole arbitrator to be appointed by C & MD, MIDHANI. Whose decision shall be final and binding on both the parties. The sole arbitrator so appointed shall not be an employee of MIDHANI. To all such proceedings the provisions of the Indian Arbitration & Conciliation Act 1996 as amended from time to time shall apply. The language shall be English. Seat of Arbitration shall be India, and Venue of Arbitration shall be Hyderabad

**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.

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 08/OT/ 117 /2017-18 Date : 05.08.2017  
Due Date : 29.08.2017 at 10.30 hrs.  
Opening Date : 29.08.2017 at 11.00 hrs

To

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

NAME OF THE TENDERER:

Envelope No.2

"COMMERCIAL / PRICE BID"

Tender NO. MDNL/AP/ 08/OT/ 117 /2017-18 Date : 05.08.2017  
Due Date : 29.08.2017 at 10.30 hrs.  
Opening Date : 29.08.2017 at 11.00 hrs

To

Additional General Manager (In-charge Purchase)  
Corporate Office  
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/ 08/OT/ 117 /2017-18 Date : 05.08.2017  
Due Date : 29.08.2017 at 10.30 hrs.  
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To

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

NAME OF THE TENDERER: