

 <p>MISHRA DHATU NIGAM LIMITED (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 : MDNL / AP / 10 / OT / 205 / 2017-18 Date : 20.11.2017 CLOSING DATE : 08.12.2017 TIME : 10.30 Hours OPENING DATE : 08.12.2017 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-IV, in a sealed envelope subscribed with Invitation to Tender No. and due date:

Work Description & Specifications	Estimated Requirement	Delivery Required
	Quantity / Unit	
<p>Job work for Assisting on various equipment in Titanium Shop & at VAR-III Furnace</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 • Pre-Contract Integrity Pact: 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 Online Payment as per Annexure-III, Clause No: 17 to be submitted along with your Technical Bid & Price Bid in a sealed cover.</p>	1000 HEATS	Immediately

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 ONLINE PAYMENT, 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 Rama Krishna (Manager) ph: 040-24184494 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**


बी भरत कुमार / B Bharat Kumar
 उप प्रबंधक - क्रय
Dy. Manager - Purchase

Annexure – 1

SCOPE OF WORK

1.0 Scope of Job Work:-

The contractor shall execute the following activities and assist in production on all the equipments in titanium shop and in VAR III at melt shop III. The contractor shall employ qualified technical and competent personal with the knowledge of welding, and fitter jobs to assist the operators on the equipment. .

1.1 Name of the Equipments and furnaces

- 1.1.1 Chip breaking unit
- 1.1.2 Degreasing
- 1.1.3 Visual inspection unit
- 1.1.4 3000 tons compacting press
- 1.1.5 Plasma welding unit
- 1.1.6 Vacuum Arc remelting furnace I, III & IV
- 1.1.7 Vacuum annealing furnace (VAF)
- 1.1.8 Skull melting furnace
- 1.1.9 Vacuum Arc Remelting Furnace (DMRL)
- 1.1.10 Lathe Operation (*Qualified turners to be provided for operation*)

1.2 Assistance in production areas:-

1.2.1 3000 Ton compacting press

- Chip breaking of turnings & degreasing them for scrap recycling
- Visual inspection of titanium sponge
- Shall assist in weighing in raw materials
- Shall assist in compacting
- Shall assist in loading of compacts in jig
- Cleaning the jig and press area
- Shifting of all waste drums, lids and wooden pallets to disposal yard.
- Shifting of all waste materials to waste disposal yard
- Assisting in Maintenance work
- Any other activity related to this area of work

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1.2.2 Plasma welding unit:

- Cleaning of plasma welding unit chamber inside and outside.
- Cleaning of Jigs
- Filling of vacuum oil in the pumps
- Removing of torch outside in case of any puncture and fixing it back
- Stripping of electrode from the Jig
- Wire brushing of welds of titanium electrode
- Any other activity related to this area of work

1.2.3 Vacuum Arc Remelting Furnaces I, III, IV & VAR (DMRL) Furnace

- Degreasing of turnings for arc striking
- Cleaning of crucibles for melting
- Cleaning of crucibles, crucible stand and crucible cleaning pit
- Cleaning of VAR furnaces Pit & cellar
- Filling of vacuum oil in pumps
- Assembling of crucible
- Assisting In preparation for melting in VAR furnaces I, III, IV & VAR(DMRL)
- Cleaning of furnaces and lock valve
- Steel stub grinding before stub welding
- Steel stub welding to electrode and stub gouging
- Titanium primary & Secondary electrodes wire brushing and top skull gas cutting
- Titanium stub gas cutting. If required steel ingot sample gouging.
- Any other activity related to this area of work

1.2.4 Vacuum Annealing furnace:

- Cleaning of sheets fixture and job
- Assisting in loading of the job in the furnace
- Filling of vacuum oil in pumps
- Cleaning of VAF furnace area
- Assisting in pot transferring to cooling station and removing the job from the pot.
- Arranging Argon cylinders
- Any other activity related to this area of work.

1.2.5 Skull melting furnace:

- Degreasing of turnings for arc striking
- Filling of vacuum oil in pumps
- Assisting In preparation for melting and pouring
- Cleaning of furnace inside, mould chamber
- Steel stub grinding before stub welding
- Cleaning of skull melting furnace area
- Fettling of the castings
- Any other activity related to this area

1.2.6 Safop Lathe & Beco Lathe:

- *Qualified (ITI) turners (2 nos) shall be provided for operation.*
- Skin Turning of Titanium Ingots
- Skin Turnings of Super Alloys
- Machining of semi finished/forged steel products
- Machining of semi finished / forged Titanium products
- Cleaning of Lathe area
- Cleaning & collection of turnings/chips after machining with proper identification into drums and seal the drums.
- Shifting the turnings/chips drums to chip breaking area
- Shifting of all waste materials to waste disposal yard
- Removable of waste material & scrap and complete housekeeping of Shop Floor and Furnace area.
- Assisting in Maintenance work
- Any other activity related to this area of work

1.3 DESCRIPTION:

1.3.1 To carry out the above jobs the contractor shall supply manpower during three shift operation on all working days of MIDHANI.

1.3.2 On Holidays / Sundays depending on the work the contractor has to provide persons for assisting on the operating machines.

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- 1.3.3 Intimation will be given at least one day in advance for the works planned on Sundays /Holidays.
- 1.3.4 In case of any change in the production plan/ equipment break down etc. the contractor will be intimated to supply people according to the reduced requirement, and the contractor shall supply manpower only as per the instructions.
- 1.3.5 The contractor shall arrange qualified and experienced labor as indicated in the scope of work. They shall carry out the job work during the shift timings of MIDHANI.
- 1.3.6 The contractor shall engage a supervisor to supervise and manage their worker at the cost of the contractor.
- 1.3.7 The supervisor shall report the officer in charge of titanium shop who will give the priority of work for the day in the beginning of the shift and get instructions from in-charge to execute the jobs.

1.4 Service Quality performance:

- 1.4.1 It is estimated that about 12 (twelve) skilled, 6(Six) semi skilled persons and 2 (Two) lathe operators, having ITI (Turner) qualification and who has experience in operating heavy duty lathes are required to carry out the jobs mentioned in the scope of work (as per the table No:1).
- 1.4.2 However if job demands more man power which is decided by shop in charge, and additional man power shall be provided to complete the job @ Rs. 600.00 per man shift.
- 1.4.3 In case sufficient man power is not supplied, which contributed to loss of production, then deduction shall be made @ RS.700 per man shift.
- 1.4.4 Payment shall be made subject to satisfactory performance & at the discretion of MIDHANI.
- 1.4.5 The contractor shall arrange technically competent personnel having SSC / ITI qualification for skilled man power , indicated in the scope of work to carry out the work during the shift timings of MIDHANI .
- 1.4.6 Contractor on the advice of In- Charge Titanium shop shall immediately remove any person employed by him, who may in the opinion of the In - Charge is incompetent or misconducts himself and such persons shall not be employed on works without permission of the General Manager(OP & SP).

1.5 payments:

- 1.5.1 The total no of heats in VAR I, III & IV shall be considered for payment.
- 1.5.2 Payment shall be made 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 Shift - In-Charge. The attendance of the worker shall be recorded.
- 1.5.3 In case satisfactory job work is not carried out, a deduction will be made proportionately as decided by the General Manager(OP&SP). Rejected Heats and Terminated Heats shall not be considered for payments.
- 1.5.4 The decision of the In charge GM(OP&SP) will be final & binding.
- 1.5.5 The contract is for 1000 Heats and is valid for a period of 24 months only (whichever is later). After successful completion of the term, MIDHANI may extend the contract for one more term without any change in terms and conditions of the contract.
- 1.5.6 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.
- 1.5.7 MIDHANI reserves the right to cancel the order at any time by giving 3-4 months notice without assigning any reason.

1.6 SAFETY:

- 1.6.1 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 workers.
- 1.6.2 All safety precautions to be adhered while carrying out the job work. Safety of the contractor's workers will be the responsibility of the contractor. The contractor shall provide Safety gadgets such as helmets, hand gloves, safety goggles, cotton dress, shoes, masks etc.
- 1.6.3 The contractor shall maintain accidents / incidents register
- 1.6.4 The contractor shall provide cotton dress and Personnel Protective Equipment (PPE) to all his persons and ensure they are used while working.

1.7 COMPENSATION:

1.7.1 The Contractor shall 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, then 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.

1.7.2 The contractor shall indemnify 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. 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 arbitrator of the GM (OP&SP) 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 COMPLIANCE OF ENACTMENTS:

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

- 1.8.1 The contractor shall ensure compliance of contractual obligations enclosed in MIDHANI Contract Policy.
- 1.8.2 The contractor and their employees shall observe all the laws / enactments, rules and regulations of MIDHANI and the statutory and legal requirement of central and state government.
- 1.8.3 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.
- 1.8.4 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.
- 1.8.5 The contractor shall provide necessary insurance cover for the workers / staff employed by him.
- 1.8.6 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 shall not be responsible for any loss/ damage to the persons arising out of accident for performing the contractual obligations.
- 1.8.7 The Contractor shall be held responsible for all Liabilities and damages caused on account of poor / negligent / improper workmanship of jobs carried out .Appropriate recoveries shall be done in such cases . The decision of the In-charge ^(MIDHANI) will be final & binding.
- 1.8.8 EPF, ESI etc., to be provided to the workers engaged for job work, by the contractor only.

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1.8.9 The contractor shall arrange for police verification certificate in respect of antecedents of their workers after receipt of our order.

1.8.10 Security Deposit shall be made as per Commercial Terms & Conditions of MIDHANI.

2.0 House Keeping

2.1 Titanium & its alloy production shop shall be kept dust free environment as its products are being used in critical application. Hence, complete housekeeping of shop floor/ work place on daily basis shall be carried out. If need, contractor shall arrange separate crew to clean the shop floor & equipment.

The above scope of work is illustrative in nature & not exhaustive, and from time to time, support services may be altered based on shift requirement.

Table No:1

Sl. No	Trade/Area	Minimum Nos. of persons			
		A Shift	B Shift	C Shift	Total / Day
1	Lathe operator-skilled	1	1		2
2	VAR I-skilled	1	1	1	3
3	VAR III & IV-skilled	2	2	2	6
4	VAR I-Semi skilled	1	1	1	3
5	VAR III & IV-Semi skilled	1	1	1	3
6	Compacting press-Skilled	1	1	1	3
Total /Day		7	7	6	20

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. GST registration PAN No. (Firm/Organization)			
4	Agreed to MIDHANI standard payment terms			
5	Enclosed ONLINE PAYMENT 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

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 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. 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 > 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-III 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 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.

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 for Arbitration to the sole Arbitrator, to be nominated by the Chairman and Managing Director, MIDHANI, whose decision shall be final, conclusive and binding on both the Parties. To all such proceedings the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Language shall be English. The seat of Arbitrator shall be India and venue shall be Hyderabad. The governing laws shall be laws of India.

The contract and all the questions, disputes or differences arising under or in connection with this contract, subject of Arbitration clause, shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

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.

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of A.P., India hereinafter referred to as the Buyer and the first part, propose to procure -----, hereinafter referred to as Defence Stores, and M/s-----, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this Pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -
 - 3.1 Enabling the Buyer to obtain the desired Defence Stores at a competitive price in conformity with the defined specifications of the Service by avoiding high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization of third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the

contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.

- 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall to use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

- 7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money / Security Deposit (If applicable)

- 8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -
- (i) Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- 8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to those bidder) s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.
- 8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation:

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond, if furnished by the bidder, shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

- 11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems or Defence stores at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference / in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- 11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

- 12.1 Mr. N Vinod Kumar, Flat No. 401, Laxmiram Trident Apartments, Kanthreddy Nagar, Attapur, Hyderabad – 48 is the Independent External Monitor for Midhani.
- 12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.
- 13. **Examination of Books of Accounts:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.
- 14. **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.
- 15. **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.
- 16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 17. The parties hereby sign this Integrity Pact on -----.

BIDDER

BUYER

M/s. Mishra Dhatu Nigam Limited,
(A Govt. of India Enterprise)
P.O. Kanchanbagh,
Hyderabad 500 058,
INDIA.

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 10/OT/ 205 /2017-18 Date : 20.11.2017
Due Date : 08.12.2017 at 10.30 hrs.
Opening Date : 08.12.2017 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

"PRICE BID"

Tender NO. MDNL/AP/ 10/OT/ 205 /2017-18 Date : 20.11.2017
Due Date : 08.12.2017 at 10.30 hrs.
Opening Date : 08.12.2017 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/ 10/OT/ 205 /2017-18 Date : 20.11.2017
Due Date : 08.12.2017 at 10.30 hrs.
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NAME OF THE TENDERER: