

 <p align="center">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 / 12 / OT / 294 / 2016-17 Date : 07.02.2017 CLOSING DATE : 21.02.2017 TIME : 10.30 Hours OPENING DATE : 21.02.2017 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
	Unit	Quantity	
<p>Cutting Assistance at Cutting Machines of New Conditioning Shop, MS-I, MS-IV, HRM & MACHINE SHOP.</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</p> <p>PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:</p>	<p>Cm²</p>	<p>300 LAKHS</p>	<p>01st MARCH 2017</p>

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 indenter 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 Sanjeev Khurana (DGM) ph: 040-24184258 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**

SCOPE OF WORK OF THE CONTRACT:

- 1.0** Contractor has to deploy suitable man power who can operate at present 9 Band Saw Cutting machines and 8 EDS Cutting machines located at conditioning shop, Melt-I & IV, SMG,HRM & MACHINE SHOP.
- 2.0** The contractor has to carry out operations in A & B shifts, if necessary in C shift.
- 3.0** The contractor has to supply minimum 7 skilled and 7 un-skilled persons in each shift to carry out the cutting jobs along with any other necessary material/tool, not specified in the contract
- 4.0** The contractor has to do minimum 40,000 Cm² of cutting area per day in normal work conditions, otherwise he will be charged 1.5 times of the contract rate per Cm² for the less quantity and will be deducted from his bills. If Midhani is not able to provide required cutting load or M/C is under break down and unable to meet the minimum quantity of cutting area per day, in such conditions Midhani will pay the Minimum wages as per the act. If the machine is under break down for longer period i.e more than 2 days the contractor will be informed not to provide man power proportionately for the particular period and the quantity of cutting area will be reduced proportionately.
- 5.0** Midhani will provide the necessary Machines/equipment, cutting tools, measuring tools and consumables like sodium silicate, coolant oil, and cotton waste.
- 6.0** Contractor's employees have to work on all the cutting machines carefully i.e., on EDS and Band Saw cutting machines.
- 7.0** They have to clean the machines thoroughly at the end of each shift.
- 8.0** During cutting jobs, the scrap/ discards generated on each machine has to be removed and placed in the bins provided near the machines and to be shifted to SMG.
- 9.0** Addition and removal of Sodium Silicate at Ecomix Machines has to be done as and whenever necessary.
- 10.0** Ecomix blades preparation and ceramic guide's preparation.
- 11.0** Loading/ unloading of electrodes/ingots/cut pieces at the machines and in the truck
- 12.0** Each piece to be marked with paint after cutting/punched.
- 13.0** Removal of old blades and fixing of new blades of Band Saw cutting machines whenever necessary.
- 14.0** 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.
- 15.0** Any other relevant / related work with respect to cutting.
- 16.0** All safety related aspects are to be taken care by the contractor only. He has to provide safety shoes, uniform and other safety gadgets.
- 17.0** Contactor has to follow the latest rules of Central Contract Labor Act.
- 18.0** Canteen facilities will be provided as per company rules.
- 19.0** The contractor will engage the workmen who are conversant with cutting operations on EDS, Band Saw cutting machines and operation of Forklift.

20.0 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 from time to time. In case the workmen do not turn up for work, it is the responsibility of the contractor to make alternate arrangement for getting the work done as per contract. The cutting record has to be made and endorsed by the shift in charge at the end of shift.

21.0 GENERAL CONDITIONS OF THE CONTRACT (G.C.C)

- 21.1 All personnel being deputed shall have experience in band saw cutting, and other cutting machines.
- 21.2 To carry out the above jobs, the contractor shall provide man power in minimum Two shifts (minimum of 14 persons / shift) on all working days of MIDHANI. The contractor may have to engage manpower in 'A', B ' & C shifts depending upon the work load.
- 21.3 Attendance Register for manpower supplied shall be maintained by the contractor & certified by Engineer In-Charge.
- 21.4 On Holidays/ Sundays depending on the work, the contractor has to provide man power according to the requirement.
- 21.5 Intimation shall be given at least one day in advance for the works planned on Sundays & Holidays.
- 21.6 In case of any change in the production plan / Equipment break- down etc. the Contractor shall be intimated to supply people according to the reduced requirement , and he shall supply man power only as per the Instructions of the In-Charge.
- 21.7 Contractor personnel shall also assist the maintenance crew when equipment is under break down, if required.
- 21.8 **Complete housekeeping of shop i.e. The respective work area has to be carried out on regular basis.**
- 21.9 The contractor shall arrange qualified and experienced man power as indicated in the scope of work. They shall carry out the job work during the shift timings of MIDHANI.
- 21.10 The contract employee shall report the officer In-charge of NCS , 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.
- 21.11 All special tools & accessories required for carrying out the work as per scope of contract shall be provided by MIDHANI.
- 21.12 **All Contractor's personnel shall use the Personnel Protective Equipment (PPE)**
- 21.13 Any other work relevant to operation/production shall also be taken up by the contractor.
- 21.14 Contract 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.
- 21.15 Payment shall be made subject to satisfactory performance & at the discretions of MIDHANI.

22. PAYMENT:

- 22.1 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 Engineer In-Charge. The attendance of the workman shall be recorded.
- 22.2 However if job demands more man power, which is decided by Departmental Head an additional man - power may be provided to complete the job .
- 22.3 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, NCS, the bills will be routed through Admin Purchase and Finance for payments to the contractor.
- 22.4 The contractor shall 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 for the logistic support services
- 22.5 **The contract is for a period of 12 months or 300 Lakhs Cm². Whichever is later. After successful completion of the term MIDHANI may extend the contract for one more term without any changes in terms and conditions of the contract , which shall be intimated to the party 1-2 months in advance .**
- 22.6 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.
- 22.7 **MIDHANI reserves the right to cancel the order at any time giving one month notice without assigning any reason**

23. SAFETY :

- 23.1 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.
- 23.2 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, safety shoes, etc shall be provided by the contractor.
- 23.3 The contractor shall maintain accidents / incidents register.

24. COMPENSATION :

- 24.1 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.

24.2 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 GM (P&M) 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.

25. COMPLIANCE OF ENACTMENTS :

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

- 25.1. The contractor shall ensure compliance of contractual obligations as laid down in MIDHANI Contract Policy.
- 25.2 The contractor and their employees will observe all the laws / enactments, rules and regulations of MIDHANI and also the statutory and legal reent of central and state government.
- 25.3 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.
- 25.4 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.
- 25.5 The contractor shall provide necessary insurance cover for the workmen / staff employed by him
- 25.6 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.
- 25.7 The Contractor shall be held responsible for all Liabilities and damages caused on account of poor / negligent / improper workmanship of jobs carried out .
- 25.8 Appropriate recoveries will be done in such cases . The decision of the In- charge will be final & binding .
- 25.9 EPF, ESI etc., to be provided to the workmen engaged for job work, by the contractor only.
- 25.10 The contractor shall arrange for police verification certificate in respect of antecedents of their workmen after receipt of our order.

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:

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 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 ENQUIRY

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 parallely 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 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.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 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.

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 of the of **A G M** MIDHANI or any official nominated by him, whose decision shall be final, conclusive & binding on both parties. To all such proceedings the provisions of Indian Arbitration and Conciliation Act 1996 shall apply.

DECLARATION BY THE TENDERER

I/We have fully understood and accepted in toto 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 thereunder. 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 tenderer(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

ANNEXURE-V

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 12/OT/ 294 /2016-17 Date : 07.02.2017
Due Date : 21.02.2017 at 10.30 hrs. Opening Date : 21.02.2017 at 11.00 hours

To ADDITIONAL GENERAL MANAGER (PURCHASE & STORE)
CORPORATE OFFICE,
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER:

Envelope No.2

"COMMERCIAL / PRICE BID"

Tender NO. MDNL/AP/ 12/OT/ 294 /2016-17 Date : 07.02.2017
Due Date : 21.02.2017 at 10.30 hrs. Opening Date : 21.02.2017 at 11.00 hours

To ADDITIONAL GENERAL MANAGER (PURCHASE & STORE)
CORPORATE OFFICE,
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD - 500 058.

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/ 12/OT/ 294 /2016-17 Date : 07.02.2017
Due Date : 21.02.2017 at 10.30 hrs. Opening Date : 21.02.2017 at 11.00 hours

To ADDITIONAL GENERAL MANAGER (PURCHASE & STORE)
CORPORATE OFFICE,
MISHRA DHATU NIGAM LIMITED,
PO: KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER: