

By OPEN TENDER / By HAND / BY SPEED POST / WEB SITE

PUR/REC/005

<p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O. : Kanchanbagh, Hyderabad- 500 058. Phone : 040-24340079, Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : MDNL / AP / 18 / OT / 247 / 2016-17 Date : 26.12.2016 CLOSING DATE : 10.01.2017 TIME : 10.30 Hours OPENING DATE : 10.01.2017 TIME : 10.35 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>Contract for Annual Maintenance Support Service in the Fields of Electrical & Mechanical for the equipments in Melt Shop-IV.</p> <ul style="list-style-type: none"> • Scope of Work : As per Annexure-I • Price Bid Format : As per Annexure-II • Check list and Contractor Details : As per Annexure-III • General Directions & Terms & Conditions : As per Annexure-IV • Bank Guarantee for Earnest Money Deposit: As per Annexure-V • Please submit your offer in Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-VI. <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. 60,000/- by Demand Draft / Bank Guarantee to be submitted along with your Techno Commercial Bid</p>	<p align="center">5000 Man shifts</p>	<p align="center">February 2017</p>

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably subscribed with Enquiry No. & Due Date.
3. E S I code is mandatory while submitted the offer, PF code also to be submitted. If supporting documents are not enclosed offer is liable to be rejected
4. Solvency Certificate as indicated in Check-list may please be submitted along with Techno Commercial bid only.
5. The payment will be made on monthly basis for the works carried out based on the certification of indentor on submission of bills
6. Validity of the offers shall be 90 days from the date of opening of Techno-Commercial Bid.
7. Techno Commercial Bid will be opened on date & time indicated above in the presence of tenderers who choose to be present along with authorization letter. Price Bids of acceptable tenderers will be opened at a later date.
8. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
9. PLEASE MENTION YOUR VALID E-MAIL ID.
10. Tender document fees of **Rs. 1000/-** by way of Demand Draft drawn in favour of Mishra Dhatu Nigam Limited, Payable at Hyderabad, if down loaded the documents from MIDHANI WEBSITE Tender document fees should be submitted along with Techno Commercial Bid.
11. MIDHANI reserves the right to cancel the tender or change the above tender schedule and also has the right to Accept/reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.
12. **For Technical queries please contact Sri R.Venkateshwar (DGM) ph: 040-24184392 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**

**MISHRA DHATU NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
PO: KANCHANBAGH, HYDERABAD-500 058**

**TENDER FOR PROVIDING CONTRACT FOR ANNUAL MAINTENANCE SUPPORT SERVICE IN THE FIELDS
OF ELECTRICAL & MECHANICAL FOR THE EQUIPMENTS IN MELT SHOP-IV**

1. Reference is made to the Tender Notice for providing Contract for Annual Maintenance Support Service in the Fields of Electrical & Mechanical for the equipments in Melt Shop-IV. We are enclosing herewith the following tender documents.

- Terms and Conditions of Tender
- Tender (Prescribed) forms containing two parts (a) Technical Bid, (b) Price Bid
- Check Lists for Technical Bid and Price Bid

If you are interested and fulfilling the criteria mentioned in the tender documents you may submit your offer.

2. The sealed quotation should super scribe on the envelope "**Quotation for providing Contract for Annual Maintenance Support Service in the Fields of Electrical & Mechanical for the equipments in Melt Shop-IV**" and should contain categorical confirmation of cover parameters stated under Annexure-I, Price bid in Annexure-II, and it should be addressed to: -

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

The sealed quotation should be dropped in the Tender Box Located at **Midhani Corporate Office, PO Kanchanbagh, Hyderabad-500058** before **10.01.2017 at 10:30PM**. The bids will be opened on **10.01.2017 at 10.35 hr.**

3. Tender(s) received late will be rejected.
4. Tender documents are not transferable.
5. The Price Bids of technically acceptable Tenders will be opened in the presence of Tenderers who choose to be present with prior intimation by Purchase Department. The Tenderers shall submit the Price Bid in the prescribed form (Annexure-II) duly taking note of the remuneration payable as detailed in the in the General Terms and Conditions of Tender.

AGM(I/C Purchase & Store)

1.0 SCOPE OF WORK UNDER MAN-POWER CONTRACT

The scope of work under contract includes various works of Electrical, Mechanical and Vacuum Maintenance and Welding Works in the areas and fields, which are mentioned below.

1. 1 SCOPE OF WORK & LIST OF EQUIPMENTS UNDER ELECTRICAL MAINTENANCE:

The scope of work under Electrical maintenance includes various maintenance works of the equipments of Melt Shop-IV.

List of equipments under Electrical maintenance is mentioned below.

1.1.1 LIST OF EQUIPMENTS:

S.No.	EQUIPMENT	QTY
	MELT SHOP-IV	
1	Electric Arc Furnace, Sarralle (20T)	1
2	Ladle refining furnace, Sarralle (23T)	1
3	Vacuum degassing (VD)/Vacuum Oxygen Decarburization (VOD) furnace, Sarralle (25T)	1
4	New Pump House	1
5	Auxiliary machinery like Ladle car 25T (1 No), Scrap transfer car 25T (1 No), Pre-heaters (2 Nos), Refractory gunning machine (1 No) & Ladle slide gate system (1 No).	1
6	Auxiliary machinery: PDBs (Power Distribution Boards)	10

1.1.2 WEEKLY & MONTHLY MAINTENANCE: Broadly the following jobs are to be carried out

- a) Power supplies
- b) Water cooled power cables
- c) Repair and maintenance of heating elements. This includes repairs or replacements of the elements, supporting tubes, hooks etc.
- d) Checking and repair/replacements of control & power cables, lugs, connectors,
- e) Checking and repair/replacements of limit switches of all equipments.
- f) Checking of pump motors, drive motors and circulation fan motors for proper operation and tightening of foundation bolts, terminal bolts and nuts. If required motors to be replaced with spare motors.
- g) Checking and repair/replacement of electromagnetic brakes.
- h) Maintenance of MCCs and power panels. Cleaning and replacement of contactors and replacement of damaged cables.
- i) Maintenance of equipment transformers like oil top up/replacement. Tightening of busbars, terminals, bushes and their cleaning etc.

1.1.3 BREAKDOWN MAINTENANCE:

- a) Need based repair of heating elements, cables, motors (repair/ replacement).
- b) Trouble shooting of MCCs and power panels of above equipment.

Note: The above list is for general guidance only. The exact nature of work may differ depending on the nature of Problem/breakdown.

1.2 SCOPE OF WORK UNDER MECHANICAL & VACUUM MAINTENANCE:

The scope of work under Mechanical & Vacuum maintenance includes various maintenance works of the equipments of Melt Shop-IV.

List of equipments under Mechanical and Vacuum maintenance is mentioned below.

1.2.1 LIST OF EQUIPMENTS:

S.No.	EQUIPMENT	QTY
	Melt Shop-IV	
1	Electric Arc Furnace, Sarralle (20T)	1
2	Ladle refining furnace, Sarralle (23T)	1
3	Vacuum degassing (VD)/Vacuum Oxygen Decarburization (VOD) furnace, Sarralle (25T)	1
4	Auxiliary machinery like Ladle car 25T (1 No), Scrap transfer car 25T (1 No), Pre-heaters (2 Nos), Refractory gunning machine (1 No) & Ladles with slide gate systems (4 Nos), charging buckets (2 Nos).	1

1.2.2 SCOPE OF WORK UNDER MECHANICAL MAINTENANCE:

Mechanical Maintenance activities for the subject Machines are mentioned below. Mechanical Maintenance activities include Preventive and Break down maintenance. Support service shall be given to carry out the preventive maintenance activities which are mentioned below (The schedule shall be given by maintenance person in charge) and the breakdown maintenance activities depending upon the occurrence and requirement.

1.2.2.1. Electric Arc Furnace 20T, Sarralle

1. Check the various operations like furnace shell tilting (forward & backward), roof & gantry lifting, electrode column movement, electrode clamp/declamp mechanism, slag door movement, tilt lock system and EBT door.
2. Hydraulic system: Check & rectify any leakages in the system, cleaning of all the hydraulic components like hydraulic pumps, proportional and other valves, check for oil level and cleanliness, filtration of oil to maintain NAS6 quality, changing of filter elements, changing of breathers, check for any abnormal noise from pumps and valves and necessary rectification, changing of seals for pumps and valves.
3. Changing of furnace shell: Removing the furnace shell with dead lining from the position and placing the furnace shell with new lining into the position. The activity involves handling of upper shell and bottom shell of heavy weight (60T).
4. Cooling water system: Rectification of water leaks by changing seals or replacing the hoses, flushing of all the cooling water lines of upper shell panels, roof, cables, columns, arms and slag door, in order to improve the cooling effect.
5. Pneumatic system: Check for proper functioning of components of pneumatic system like pneumatic cylinder, valves and FRL (Filter, Regulator & Lubricator).
6. Alignment of electrode columns and lubrication of column guide rollers.
7. **Breakdown maintenance:** Breakdowns like improper functioning of furnace shell tilting (forward & backward), roof & gantry lifting, electrode column movement, electrode clamp/declamp mechanism, slag door movement, tilt lock system, EBT door, puncture of shell cooling panels, EBT balcony panel, misalignment of electrode columns, arcing at electrode

clamps, insufficient oil or air or water pressure, insufficient flow of water, oil or water or air leaks and any other breakdown shall be attended and rectified in less possible time.

1.2.2.2. Ladle refining Furnace 23T, Sarralle

1. Check the operations of roof movement, electrode column movement and electrode clamping system.
2. Hydraulic system: Check & rectify any leakages in the system, cleaning of all the hydraulic components like hydraulic pumps, proportional and other valves, check for oil level and cleanliness, filtration of oil to maintain NAS6 quality, changing of filter elements, changing of breathers, check for any abnormal noise from pumps and valves and necessary rectification, changing of seals for pumps and valves.
3. Alignment of electrode columns and lubrication of column guide rollers.
4. Cooling water system: Rectification of water leaks by changing seals or replacing the hoses, flushing of all the cooling water lines of roof, cables, columns and arms, in order to improve the cooling effect.
5. **Breakdown maintenance:** Breakdowns like improper functioning of roof movement, electrode column movement and electrode clamping system, misalignment of electrode columns, arcing at electrode clamps, insufficient oil or water pressure, insufficient flow of water, oil or water or air leaks and any other breakdown shall be attended and rectified in less possible time.

1.2.2.3. Vacuum degassing (VD) / Vacuum Oxygen decarburization (VOD) furnace 25T:

1. Check the operations of furnace lid drive, oxygen lance tube movement, alloy charging mechanism and wire feeding mechanism.
2. Hydraulic system: Check & rectify any leakages in the system, cleaning of all the hydraulic components like hydraulic pumps, valves, check for oil level and cleanliness, filtration of oil to maintain NAS6 quality, changing of filter elements, changing of breathers, check for any abnormal noise from pumps and valves and necessary rectification, changing of seals for pumps and valves.
3. Changing of Oxygen lance tube and its seals.
4. Cooling water system: Rectification of water leaks by changing seals or replacing the hoses, flushing of all the cooling water lines of lid, oxygen lance tube and other assemblies, in order to improve the cooling effect.
5. Pneumatic system: Check for proper functioning of components of pneumatic system like pneumatic cylinders, valves and FRL (Filter, Regulator & Lubricator).
6. Argon system: Check for proper functioning of all the regulators and valves in the argon gas system, changing of Argon hoses and fittings.
7. **Breakdown Maintenance:** Breakdowns like improper functioning of furnace lid, oxygen lance, alloy charging, wire feeding, air, water & argon leaks, damage of radiation shield, insufficient cooling water, damage of air/water/Argon hoses, insufficient hydraulic pressure or flow and any other breakdowns shall be attended and rectified in less possible time.

1.2.2.4. Auxiliary machinery:

- I. **Ladle car:** Check the drive operation, check for oil level in the geared motors and necessary lubrication, changing of oil seals for geared motors, proper tightening of spring disc of geared motors, and check the mounting of geared motors.
- II. **Scrap car:** Check the drive operation and cable drum operation, check for oil level in the geared motors and necessary lubrication, changing of oil seals for geared motors, proper tightening of spring disc of geared motors, and check the mounting of geared motors.
- III. **Ladle pre-heaters (2 Nos):** Check for leakages from the hoses and fittings of air and LPG line, check the operation FD Fan.
- IV. **Ladles with slide gate system (4 Nos):** Check the condition of slide gate assemblies, maintenance of slide gate hydraulic system, and changing of hoses.
- V. **Charging buckets (2 Nos):** Check the condition of hinge pins and doors and necessary lubrication.
- VI. **Refractory Gunning machine:** Check for all the operations of the machines and repair or change of air and water hoses.
- VII. **Breakdown Maintenance:** Breakdowns like improper functioning of Ladle car drive, scrap car drive, scrap car drum rotation, damage of seals of geared motors, damage of bearings of ladle car & scrap car drive assemblies, damage of hinge pins of ladles, charging buckets, damage of ladle body, damage of ladle slide gate assembly and Argon assembly and any other breakdowns shall be attended and rectified in less possible time.

1.2.3. SCOPE OF WORK FOR WELDING ASSISTANCE

The scope of work includes welding works for daily maintenance activities (Electrical, Vacuum & Mechanical) and other fabrication works as a part of modification or continual improvement for the equipments and auxiliaries mentioned under Electrical, Vacuum & Mechanical maintenance.

Note: The contactor should provide Welders who have sound knowledge in Arc welding (Similar & Dissimilar metals), Gas Welding and Gas cutting techniques,

2.0 DISTRIBUTION OF WORKMEN:

The contractor shall provide **Eleven (11) skilled workmen each day** as per the following pattern.

2.1	Contract workmen required for Electrical Maintenance for MELT SHOP-IV	
	A Shift	2 Electricians
	B Shift	2 Electricians
	Total workmen required for Electrical Maintenance per day	4 Electricians
2.2	Contract workmen required for Mechanical Maintenance for MELT SHOP-IV	
	A Shift	3 Fitters
	B Shift	3 Fitters
	Total workmen required for Mechanical Maintenance per day	6 Fitters
2.3	Welders required for Electrical & Mechanical Maintenance for MELT SHOP-IV	
	G Shift	1 Welder

Note: The above man power shall be engaged for maintenance works of MS-IV. They shall be engaged in other P-I areas (MS-I, II, III, Ti, SMG & NCS, etc...), as & when required.

3.0 GENERAL INSTRUCTIONS TO THE CONTRACTOR :

- 3.1 To carry out the above jobs, the contractor should supply man power during the three Shifts on all working days of MIDHANI, as per the schedule, which shall be given by the user department.
- 3.2 On Holidays/ Sundays depending on the work the contractor has to provide persons for assisting on the operating machines.
- 3.3 Intimation will be given at least one day in advance for the works planned on Sundays & Holidays.
- 3.4 In case of any change in the Maintenance plan / Equipment break- down etc. the Contractor will be intimated to supply people according to the requirement , and he shall supply man power only as per the Instructions .
- 3.5 The contractor shall arrange suitable man power to carry out the work as indicated in the scope . They shall carry out the job work during the shift timings of MIDHANI.
- 3.6 The Contractor shall engage a Supervisor to supervise and manage their work-men at the cost of the contractor.
- 3.7 The Supervisor shall report the officer in charge of concerned Maintenance, 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.
- 3.8 Shift schedules of the workmen will be formulated by head of the maintenance department.
- 3.9 The contractor may have to provide manpower to any other department in MIDHANI in exigencies , with the prior approval of the competent authority .

4.0 INSTRUCTIONS FOR QUOTATION:

4.1 The tenderer shall quote in the following fashion for ***skilled workmen only***.

Unit	Qty	Cost / Man shift (A) (Rupees)	Total Cost / 5,000 Man shifts per year (B) (Rupees)
Man shift	5,000	To be filled in by contractor	Not Applicable
Break-up for Cost / Man shift (A) shall be mentioned as follows.			
S. No	Break-up for Cost / Man shift		Value (Rs.)
A1	Basic + DA		As per government guide lines
A2	PF		As per government guide lines
A3	ESI		As per government guide lines
A4	Bonus		As per government guide lines
A5	Contractor commission		To be filled in by contractor
A	Total cost / man shift (A1+A2+A3+A4+A5)		Not Applicable
B	Total cost per 5,000 Man shifts per year (A x 5000)		Not Applicable

4.2 The tenderer shall quote with detailed break-up as per the pattern mentioned in clause 4.1, otherwise the quotation may be treated invalid. The tenderer shall quote as per the prevailing Minimum Wages Act. The tenderer shall follow the prevailing Minimum Wages Act to quote for values of Basic + DA, percentages of ESI, PF & Bonus.

4.3 Successful tenderer (contractor) shall arrange a supervisor. The contractor shall include the cost of supervisor in his commission (A5 as per clause 4.1). He shall not separately quote for the supervisor. Supervisor is an additional person to 16 man shifts per day. The supervisor has to report to person in charge of the shift and he shall coordinate with engineers and his workmen for proper planning and successful execution of the various works. Supervisor should have work experience in preventive & breakdown maintenance of equipment.

4.4 The tenderer shall provide safety shoes and helmet to his workmen & supervisor. Thus he shall include the cost of personal protection equipment (PPE) in his commission.

5.0 TERMS OF PAYMENT:

5.1 Payment shall be made on monthly basis for utilized man shifts. The payment will be equal to the value of utilized man shifts minus the penalty levied for insufficient man shifts. Payment shall be made after completion of the month and after submission of the bills and completion of job work assigned for the same, duly certified by the engineer in charge.

5.2 In case of requirement, *additional man power* shall be provided as per the instructions of maintenance department, at the cost equal to the 100% of value of man shift. Extra man shifts which are provided in addition to the 11 man shifts of the day and extra man shifts which are provided on Sundays and public holidays shall be treated as "additional manpower".

- 5.3 If the man shifts provided per day are less than 11, penalty shall be levied for the deficit of man shifts at the cost equal to 125% of value of man shift.
- 5.4 If the services of workmen deputed are not found satisfactory, the contractor shall provide suitable workmen.
- 5.5 In case satisfactory job work is not carried out, a deduction will be made proportionately, which shall be decided by head of the maintenance department.
- 5.6 The contract is for a period of 12 months from the issue of Purchase Order or completion of man shifts, whichever is later.
- 5.7 MIDHANI reserves the right to cancel the order at any time giving one month notice without assigning any reason.

6.0 SAFETY:

- 6.1. The contractor shall ensure complete adherence of safety norms for their personnel during their work in MIDHANI. Midhani shall be indemnified from eventualities arising out of unsafe working practices concerning their workmen.
- 6.2. 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, shoes, and masks etc shall be provided by the contractor.

7.0 COMPENSATION:

- 7.1. 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.
- 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, Hospitalization or even which may result in the death of his employee

8.0 GENERAL CONDITIONS:

- 8.1 The contractor shall ensure compliance of contractual obligations as laid down in MIDHANI Contract Policy.
- 8.2 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 etc.
- 8.3 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.

- 8.4 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 will be done in such cases . The decision of the In-charge will be final & binding .
- 8.5 EPF, ESI etc., to be provided to the workmen engaged for job work, by the contractor only.
- 8.6 The contractor shall arrange for police verification certificate in respect of antecedents of their workmen after receipt of our order.
- 8.7 All the consumables like cables, welding electrodes, gases, grease, and cotton waste etc., will be supplied by MIDHANI.
- 8.8 Security Deposit shall be made as per Commercial Terms & Conditions of MIDHANI
- 8.9 The contractor may have to provide manpower to any other department in MIDHANI in exigencies , with the prior approval of the competent authority.
- 8.10 The contract period may be extended for one more year with the same scope of work Terms & Conditions and PO Value, if the service and performance of the contractor is found to be satisfactory.
- 8.11 The parties may visit the plant prior to sending quotation, for better understanding of the scope of the work

9.0 ELIGIBILITY CRITERIA:

Contractor shall have to fulfill the following eligibility criteria in order to be qualified for the subject contract.

Contractor should have a minimum of 2 years experience in maintenance of Melting furnaces (Arc, Induction & Vacuum type). Supporting documents (order copies and customer certification copies) shall be submitted.

PRICE BID**QUOTATION FOR CONTRACT FOR ANNUAL MAINTENANCE SUPPORT SERVICE IN THE FIELDS OF ELECTRICAL & MECHANICAL FOR THE EQUIPMENTS IN MELT SHOP-IV**

1. Name and address of the Tenderer :
2. Profit/Service charges to be quoted by the Tenderer per man shift taking the following as base rates and Service Tax thereupon apart from income tax which shall be borne by the Tenderer:

Sl. No.	Wage Details	Skilled
		Actual Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00
(b)	V D A	236.00
(c)	Rate of Wage including V D A (a+b)	456.00
(d)	EPF @ 13.36% on (a) + (b)	60.92
(e)	ESI @ 4.75% on (a) + (b)	21.66
(f)	Total	538.58
(g)	Statutory Payment per day :	
	(i) Bonus/ex-gracia *	37.98
	(ii) Holiday Wage (Sl.no. a+b+c+d+e)	538.58
	(iii) Leave with wages**	456.00
(h)	Profit / Service charges per man shift(in Rs.)	

* Subject to applicability as per Payment of Bonus Act 1965

** Explanation for Leave with wages - g (iii)

i) The payment shown in "g (iii)" is the amount to be paid when the employee of the contractor leaves without completing the required stipulated eligibility period or when leave is not granted due to exigencies of work which amounts to encashment. This amount to be paid on claim being made to this effect by the contractor.

ii) In case leave facility is extended by the contractor to his employees on completion of the stipulated days, the leave with wages shall form part of wages for the month and hence attract PF & ESI @ 13.36% & 4.75% respectively.

(g) Statutory payment:

i) Rate/Amount towards Bonus/ex-gratia, if any, for those who complete one month service in a financial year (April to March) as per the Provisions of Payment of Bonus Act and it shall be retained with Midhani and paid to the Contractor as and when legally due.

ii) Holiday Wage is for those who puts in 30 days of work within a continuous period of 90 days immediately preceding the holiday as provided under Sec.5 of A.P. Factories & Establishments (National Festival & Other Holidays) Act, 1974 and the Holiday Wage shall be payable as and when holiday falls.

iii) Leave with Wage should be regulated as per the Provisions of Factories Act, 1948 and A P Factories Rules 1950.

iv) Service Tax: As per the Government G O amended from time to time and additional amounts born by Midhani

v) Income Tax: To be borne by the Tenderer on the gross wage bill including Service Tax

3. Profit/Service charges as quoted by the Tenderer under Para 2 at item (h) above in the Table
-
Rs.

Rupees in words :

Note:

1. The Profit/Service charges component rate/amount quoted by the Tenderer per man-shift at Sl. No. (h) in the table under Para 2 above will remain firm and unchanged during the contract period irrespective of changes in payments, if any, in compliance of statutory provisions from time to time by him. It should be in absolute figure and not a percentage.
2. The profit/service charges rate quoted by the Tenderer should be written in figures and in words at Para 3 above.

DECLARATION

I/We have fully understood and accepted in to the terms and conditions on the Tender Document and declare that I/We abide by the same and accordingly made the above offer. The Check List duly filled in is enclosed.

Date:

SIGNATURE OF THE TENDERER WITH STAMP

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. 60,000/-			
6	Enclosed solvency certificate of value Rs 12,00,000/- minimum from your Banker. The date of certificate should not be older than 06 months.			
7	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
8	List Applicable Taxes clearly			
9	Cost of Tender Documents :Rs 1000/- Non-refundable to be submitted along with Techno Commercial Bid			
10	Enclose Techno-Commercial Bid & Price Bid in a Separate sealed cover (Applicable for Two part Bid)			

Date :

Signature of Tenderer

B).CONTRACTOR DETAILS

1. Name & Address of the tenderer:

2. Name of the authorized person with designation:

Office telephone :

Residence telephone :

Cell / Mobile no :

Valid / Official Email ID :

Fax no :

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

4. If so furnish details of the license No:

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

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

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

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

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

8. Details of present contracts in hand with MIDHANI

Name of contract & PO No.	Contract value(Rs.)	Contract Validity	Security Deposit/Details

GENERAL TERMS AND CONDITIONS

1. DEFINITION

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

13. PAYMENT TERMS:

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

14. EXECUTION OF WORK:

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

15. DEDUCTIONS AND RECOVERIES:

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

16.COMPENSATION:

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

17.SECURITY DEPOSIT:

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

18.SECURITY:

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

19.COMPLIANCE WITH ENACTMENTS :

The Contractor shall comply with the provisions of the following Acts and Rules.

- a) The Contract Labour (Regulation & Abolition) Act, 1970 or any amendment thereof and all legislations and rules framed thereunder from time to time. The Rules and other statutory obligations with regard to wages, welfare and safety measures, medical treatment on account of injury while on duty, maintenance of all required registers etc., will be deemed to be part of the Contract. Such Registers shall be produced by the Contractor for inspection as and when required by MIDHANI or concerned Authorities.
- b) It is mandatory to implement the GOs / Notifications issued from time to time by the Labour Authorities of Government of India on payment of Minimum Wages. It is also statutory to extend benefits of Leave wage, wage for Holidays / National Festival occasions, Bonus, if any and the coverage under EPF and ESI Schemes. The minimum wages as prescribed for the following categories issued by the Office of the Regional Labour Commissioner (Central), ATI, Vidyanagar, Hyderabad should be complied with for contract workmen which is at present as under :

Sl. No.	Wage Details	Skilled
		Actual Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00
(b)	V D A	236.00
(c)	Rate of Wage including V D A (a+b)	456.00
(d)	EPF @ 13.36% on (a) + (b)	60.92
(e)	ESI @ 4.75% on (a) + (b)	21.66
(f)	Total	538.58
(g)	Statutory Payment per day : (i) Bonus/ex-gracia *	37.98
	(ii) Holiday Wage (Sl.no. a+b+c+d+e)	538.58
	(iii) Leave with wages**	456.00
(h)	Profit / Service charges per man shift(in Rs.)	

* Subject to applicability as per Payment of Bonus Act 1965.

** Explanation for Leave with wages.

(c) The provisions of the Minimum Wages Act, 1948 and Payment of Wages Act, 1936 as amended from time to time and the rules made thereunder.

d) Industrial Disputes Act, 1947.

e) Employees Compensation Act, 2010 or any other Law for the time being in force.

f) Equal Remuneration Act etc.

g) Payment of Bonus Act, if applicable.

h) The Contractor shall give breakup of emoluments viz, wage, DA , PF, ESI Service Charges, Service Tax etc.

i) The Contractor shall provide necessary insurance cover for the workmen/staff employed by him and shall produce proof thereof.

j) A photo copy of the appointment letter issued to the contract workmen by the contractor to be submitted to Administration Department.

20. SAFETY:

a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.

b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,

c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

21. WEEKLY HOLIDAYS AND PAID HOLIDAYS:

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

22. LIQUIDATED DAMAGES:

a. The time for completion of the work as specified shall be strictly observed by the Contractor. If the Contractor fails to comply with the time schedule, he shall be liable to pay liquidated damages @ 1% (one percent) for weeks or part thereof up to a maximum of 10% (Ten percent) of the Contract amount. The decision of Midhani on this behalf shall be final and binding on the contractor.

b. Failure on the part. of the Contractor to carryout the assigned jobs by deploying his workmen in time, Midhani, apart from levying liquidated damages, is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the contractor and shall recover such expenditure incurred by it from the Contractors bills / security deposits.

- c. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Contractor shall pay the different amount on demand.

23. PENALTY:

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

24. INDEMNIFY:

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

25. TERMINATION OF THE CONTRACT:

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

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

26. SHORT CLOSURE OF CONTRACT:

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

On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed. Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

27. DISPUTES:

In the event of any dispute arising under this contract such dispute shall be referred by either party to the sole arbitration to be nominated by CMD, MIDHANI. Whose decision shall be final, conclusive & binding on both parties. 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 to the Terms & conditions of the Tender Document & it's annexure attached and declare that I/We understood the Scope of Work / Supply/ Specifications and submitted my /our offer.

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

Date :

Signature of Tenderer with Seal.

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. WHEREAS MISHRA DHATU NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) PO KANCHANBAGH, HYDERABAD (hereinafter referred as " The Owner / Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No: _____ for supply of _____ (herein after called "the said tender") to M/s. _____ (herein after called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. _____ towards earnest money in lieu of cash.
2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent / Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment 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 tender(s) or till date: _____ whichever is earlier and accordingly discharges the guarantee.
6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
8. Notwithstanding anything contained herein before, our liability shall not exceed Rs._____ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., _____ we shall be discharged from all the liabilities under this guarantee

Date: _____

(Bank Name and Address)

Signature of duly
Authorized person
On behalf of the Bank
With seal & signature code

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 18/OT/ 247 /2016-17 Date : 26.12.2016
Due Date : 10.01.2017 at 10.30 hrs. Opening Date : 10.01.2017at 10.35 hours

To ADDITIONAL GENERAL MANAGER (I/C 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/ 18/OT/ 247 /2016-17 Date : 26.12.2016
Due Date : 10.01.2017 at 10.30 hrs. Opening Date : 10.01.2017at 10.35 hours

To ADDITIONAL GENERAL MANAGER (I/C 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/ 18/OT/ 247 /2016-17 Date : 26.12.2016
Due Date : 10.01.2017 at 10.30 hrs. Opening Date : 10.01.2017at 10.35 hours

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

NAME OF THE TENDERER: