

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 : 040-24340153, Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : MDNL / AP / 18 / OT / 312 / 2016-17 Date : 08.03.2017 CLOSING DATE : 24.03.2017 TIME : 10.30 Hours OPENING DATE : 24.03.2017 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>Annual Maintenance Contract- Maintenance services for equipment in downstream area.</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 • 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. 60,000/- by Demand Draft / Bank Guarantee to be submitted along with your Techno Commercial Bid</p>	<p>AS PER ANNEXURE-I</p>	<p>May 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 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 P.Thrishul (Dy. Manager) ph: 040-24184512 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**

SCOPE OF WORK UNDER MAN-POWER CONTRACT

1.0 The maintenance of the equipment in HRM, Pickling, CRM, Tube shop, Core shop, Bar & Wire drawing shop, Investing casting plant, Powder metallurgy shop and utilities shall be carried out in A & Shifts. Breakdown and preventive maintenance activities have to be carried out with service quality level. The jobs include mechanical and electrical maintenance works.

2.0 Services to be provided: The contractor shall carry out preventive and breakdown maintenance of the following equipment in the respective shops:

Shop	Name of the equipment
Hot Rolling Mills	Two Hi Sheet Mill, Three Hi Sheet Mill, Three Hi Bar Mill, Wire Rod Mill, Shearing Machine, Leveling Machine, Band Saws, Abrasive Cut Off Saw, Fixed Hearth Furnace, plasma cutting machine
Pickling Shop	Pickling Tanks, Rinsing Tanks, Descaling Salt Bath, High Pressure Pumps, Fume Extraction Systems, Steam And Water Lines.
Cold Rolling Mills	Four Hi Mill, Coil Build Up Line, Sheet Polishing Machine, Strip Grinding Machine, Stana Line, Smap Line, Leveling Machines, Bell Annealing Furnaces, Final Annealing Line, Recoiling Line, Roll Grinding Machine, Vacuum Annealing Furnace, 12hi Mill, 6 Hi Mill, Shearing Machine
Tube Shop	Band Saw, Tube Mill, Super Plastic Forming Machine, Ultrasonic Testing Machine, Flow Forming Machine, PDBs and LDBs
Bar & Wire Drawing	Electrical Furnaces, Centre Less Grinding Machine, Wire Drawing Machine, Bull Block Machines, Shaving Machine, PDBS & LDBS
Powder Metallurgy	Reheating Furnaces, Wire Drawing Machines, Swaging Machine, Hydraulic Press.
Investment casting	Electrical Furnaces, Electrical Ovens, VIM Furnaces, Wax Injection Machines, Pneumatic Hammer, Sand Blasting
Utilities	(Only electrical maintenance is required for utilities) Air Compressors, Water Electrolysis Plant, Water Pumps, H ₂ & O ₂ Heaters, PDBs and LDBs.

Apart from the list of equipment given above, auxiliary equipment in the respective shops need to be attended to. The jobs assigned by the maintenance engineer every day shall be carried out without any delay and the details of the jobs executed shall be reported. The below list of general works and the equipment to be maintained are illustrative but not exhaustive. The exact work and shop may differ depending on the nature of problem.

2.1 General works in all the shops for electrical maintenance

- ❖ Welding machine connections, power tools, installation & repair of power sockets
- ❖ Office room lighting and fans
- ❖ Man coolers, exhaust fans, fume extraction systems.
- ❖ Power & lighting points with wiring and installation of fixtures.
- ❖ Maintenance of equipment transformers like oil top up- replacement-bus bar checking , cleaning etc.,
- ❖ Cable repairs/replacements- motor checking, maintenance & related works.
- ❖ Material drawing from stores, material shifting
- ❖ Installation of switch gears, PDBs and MCCs with termination and wiring of electrical equipments
- ❖ Painting works for electrical equipments.
- ❖ Replacement and alignment of motors, meggering and auxiliary works, replacement of switches, connectors, lungs, etc
- ❖ Replacement of heating elements, repair / replacement of supporting studs for tubes, hooks
- ❖ Any other works related to equipment detailed above and assigned by In charge maintenance

2.2 General Works In All The Shops For Mechanical Maintenance

- ❖ Greasing and lubrication of the equipment
- ❖ Replacement of v belts, pulleys
- ❖ Alignment of the belt drives, chain drives, replacement of pulleys/ sprockets
- ❖ Welding of the base frames, support systems
- ❖ Drilling and tapping of shafts/ couplings /joints.
- ❖ Replacement of hose pipes, valves, strainers and pipes for hydraulic systems.
- ❖ Painting for mechanical equipment
- ❖ Replacement of keys, couplings, fasteners and flanges.
- ❖ Arresting of pneumatic line leakages, hydraulic line leakages and LPG lines
- ❖ Replacement of refractory liners, bricks for fixed hearth furnaces
- ❖ Replacement of water lines and valves
- ❖ Periodic cleaning of the equipment
- ❖ Any other work related to equipment detailed above and assigned by In charge maintenance

3.0 General Duties & Terms And Conditions :

1. The contractor and his personnel should be located within a radius of 50km from Midhani. This is to assure proper work assignment control and preparedness to attend the emergency breakdowns.
2. The contractor should engage fitters, welders and electricians. They should be preferably multi skilled with electricians capable of doing fitting job / welding job and fitters capable of carrying out electrical repairs. In case of urgency, extra persons have to be provided, helper or semi skilled fitter / welder / electrician.

3. The contractor shall ensure compliance of contractual obligations as laid down in the general duties & terms and conditions of the contract.
4. The contractor shall ensure complete adherence of safety norms for their personal during their work in Midhani. Midhani shall be indemnified from any eventualities arising out of unsafe working conditions/ practices concerning their workmen.
5. All the consumables like welding electrodes, cables, insulation tapes, grease, and cotton waste shall be supplied by Midhani. Welding machine , gas cutting set with consumables will be provided by Midhani.
6. Spares like heating elements, contactor, fuses, cables, limit switches etc will be supplied by Midhani.
7. Standard working tools like meters, test lamps, spanners, wrenches, screw drivers, tools and tackles shall be in the scope of the contactor.
8. The contractor shall only engage trained and qualified electricians / electricians cum fitters and skilled workmen conversant with electrical machines. They shall take care of all personnel safety aspects as well as equipment.
9. All safety precautions to be adhered to while carrying out the 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. Safety against gas and electrical leakages and fire are to be taken care of the site. Purging of the furnace with air to be ensured before entering into the furnace for checks in cool condition.
10. The workmen shall ensure that the breakers are switched off and cannot be switched on without their knowledge while working on the rolling mills and other electrical equipment.
11. The contract is for a period of One year from the date of starting of the work. The same may be extended for another term of contract period, if found satisfactory.
12. If satisfied and required the contract may be renewed on mutual consent, for one more year with the same terms and conditions of the present contract

4.0 Service quality:

1. In order to carryout the jobs, contractor/ tenderer shall deploy the following manpower

Trade	No . of persons to be deployed per day either in A, B, C or General shift
ITI Semi skilled fitters	9 Persons
ITI semi skilled electricians	6 persons
ITI semi skilled welders	2 persons
Helper(unskilled)	1 person

2. Contractor should deploy of 18 persons (as indicated above) per day for 26 working days in the month for 12 months.
3. The contractor / assigned supervisor along with his team shall report to the officer in charge of Electrical / Mechanical maintenance department who will give the priority of work for the day.
4. Payment shall be made for the services rendered.

5. The bills for the services rendered shall be prepared by the contractor and submitted to the officer In charge, before of every month for the work done in previous month. Based on the recommendation of the maintenance in charge, the bills will be routed through purchase and finance for payments to the contractor.
6. The contractor shall ensure that his team reports regularly. Payment shall be for the number of man shifts deployed for the month. In case if the contractor fails to supply the man power, payment for the man shift(s) absent, shall not be paid and an additional amount of 20% of the Minimum wage as per the minimum wages act (per man shift absent) shall be deducted. Payment will be made monthly.
7. In case of need deployment of extra shifts for attending breakdowns in regular days, Sundays and holidays will be required and payment for extra will be made on pro rata basis.

5.0 Compliance Of Enactments:

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

1. The contract labor (Regulation and abolition) Act or any amendment thereof and shall legislation and rules of the state or other authority framed from time to time.
2. The rules and safety measures, maintenance of the all required registers etc., will be deemed to the part of the contract.
3. The provision of minimum wage act, 1948 and payment of wages act, 1936 or amendments there of and rules there of and the rules made there under .
4. Industrial disputes act
5. Provident fund rules
6. ESI rules
7. Equal Remuneration act etc.,
8. The contractor shall provide necessary insurance cover for the workmen / staff employed by him
9. Various rules and regulations of MIDHANI.
10. Any other Labor legislation to be enacted from time to time.

6.0 Compensation:

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 forth 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.

7.0 Indemnity:

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 or which may even result in the death of his employee and also on account of poor workmanship of jobs carried out.

PRICE BID**QUOTATION FOR ANNUAL MAINTENANCE CONTRACT- MAINTENANCE SERVICES FOR EQUIPMENT IN DOWNSTREAM AREA.**

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	Un-skilled
		Wage Shift (Rs.) (as on 01.10.2016)	Wage Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00	180.00
(b)	V D A	236.00	194.00
(c)	Rate of Wage including V D A (a+b)	456.00	374.00
(d)	EPF @ 13.36% on (a) + (b)	60.92	49.96
(e)	ESI @ 4.75% on (a) + (b)	21.66	17.76
(f)	Total	538.58	441.72
(g)	Statutory Payment per day :		
	(i) Bonus/ex-gracia *	37.98	31.15
	(ii) Holiday Wage (Sl.no. a+b+c+d+e)	538.58	441.72
	(iii) Leave with wages**	456.00	374.00
(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

Annexure-III**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	Un-skilled
		Wage Shift (Rs.) (as on 01.10.2016)	Wage Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00	180.00
(b)	V D A	236.00	194.00
(c)	Rate of Wage including V D A (a+b)	456.00	374.00
(d)	EPF @ 13.36% on (a) + (b)	60.92	49.96
(e)	ESI @ 4.75% on (a) + (b)	21.66	17.76
(f)	Total	538.58	441.72
(g)	Statutory Payment per day : (i) Bonus/ex-gracia *	37.98	31.15
	(ii) Holiday Wage (Sl.no. a+b+c+d+e)	538.58	441.72
	(iii) Leave with wages**	456.00	374.00
(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. 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.

24. 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.

25. 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 future works, 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.

26. DISPUTES:

In the event of any difference/dispute arising under this Tender / Contract, such disputes/differences shall be referred by either Party to arbitration of 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 shall apply. Seat of Arbitration shall be India, Venue of Arbitration shall be Hyderabad, and the language shall be English.

DECLARATION BY THE TENDERER

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

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

Date :

Signature of Tenderer with Seal.

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 18/OT/ 312 /2016-17 Date : 08.03.2017
Due Date : 24.03.2017 at 10.30 hrs. Opening Date : 24.03.2017at 11.00 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/ 312 /2016-17 Date : 08.03.2017
Due Date : 24.03.2017 at 10.30 hrs. Opening Date : 24.03.2017at 11.00 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/ 312 /2016-17 Date : 08.03.2017
Due Date : 24.03.2017 at 10.30 hrs. Opening Date : 24.03.2017at 11.00 hours

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CORPORATE OFFICE,
MISHRA DHATU NIGAM LIMITED,
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NAME OF THE TENDERER: