

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 / 27 / OT / 265 / 2016-17 Date : 09.01.2017 CLOSING DATE : 27.01.2017 TIME : 10.30 Hours OPENING DATE : 27.01.2017 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>Man Power Contract for Refractory Maintenance Department.</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. 40,000/- 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>3600 Man shifts/ One Year (whichever Later)</p>	<p>May 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 Santanu Saha (Manager) ph: 040-24184432 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**



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

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyd- 58 : TELANGANA

SCOPE OF WORK

- 1.0. The maintenance of equipments in Melt Shops, Forge, HRM, CRM, HT, QCL, Bar & Wire drawing, PM shop and utilities shall be carried out in A & B shifts. Jobs include refractory maintenance work. In case of urgency it may be asked to carry out the work in C Shift.
- 1.1 **Service to be provided:** The contractor shall carry out preventive and breakdown maintenance of the following equipments in the respective shops.
 - 1.1.1 **Melt shop I, II & III:** Electric Arc furnace, VIR, AIM, 6.5T VIM, 2.5T VIM, 600kg VIM, Ladles (10T, 6T, and 3T), Bottom pouring sets, tundish, mould preheating oven, additivites preheating oven, cooling pits etc.
 - 1.1.2 **Melt shop IV:** Electric Arc furnace (20T), VD/VOD, Ladles (20T), Bottom pouring sets etc.
 - 1.1.3 **Forge shop:** LPG fired bogie hearth furnaces (004,005,006 and 007); LPG fired fixed hearth furnaces (008B, 008A, 009B, 009A, 011A, 011B and 010), Encon furnace, Kanthal furnace, Aurora furnace, therelak furnace, Cooling pit, Ceramo furnace etc.
 - 1.1.4 **HT shop:** 13P001, HBB001, HBB003, HBB004, 13P005, 13P0025, Shoei Furnace and New bogie hearth furnace.
 - 1.1.5 **HRM:** 507-1,507-3,506, 504-1,504-2,503-1,503-2, 501-2 old RHF and New RHF
 - 1.1.6 **CRM:** final annealing furnace Bell annealing furnaces (6 Nos), Vacuum annealing furnace.
 - 1.1.7 **Utilities:** steam boilers (2 nos)
 - 1.1.8 **PM Shop:** Reheating furnaces (12 Nos)
 - 1.1.9 **Titanium shop:** Vacuum Annealing Furnace
 - 1.1.10 **Investment casting:** Electrical furnace, Electrical oven, VIM furnace
 - 1.1.11 **Bar and wire drawing:** Ollivito furnace
- 1.2 The jobs assigned by the maintenance engineers every day shall be carried out without any delay and the details of the jobs executed shall be reported. The above 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.
- 1.3 **General works in all the shops for refractory maintenance**
 - 1.3.1 Drawl of Refractory consumables from Sub/Central Stores with the help of Forklift.
 - 1.3.2 Lining dismantling/breaking of Arc furnace shell & relining of Arc furnace shell for melt-I & IV.
 - 1.3.3 Lining dismantling/breaking of Arc furnace Roof & relining of Arc furnace Roof for melt-I & IV.
 - 1.3.4 Lining dismantling/breaking of 6T, 3T, 10T & 20T ladles & relining of 6T, 3T, 10T & 20T ladles.
 - 1.3.5 Repair of Arc furnace shell & Roof lining, whenever required.

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- 1.3.6 Repair of 3T, 6T, 10T & 20T ladle lining, whenever required.
- 1.3.7 Repair of furnace door, door arch & launder of running shell of Arc furnace, whenever required.
- 1.3.8 Bottom pouring set preparation for EAF, AIM, VIR & VIM furnaces
- 1.3.9 Complete inducto-coating work of AIM, VIR & VIM furnaces, whenever required.
- 1.3.10 Inducto-coat patching work of AIM, VIR & VIM furnaces, whenever required.
- 1.3.11 Bottom & top brick lining of AIM, VIR & VIM furnaces, whenever required.
- 1.3.12 Preparation of VIR & AIM tundish, whenever required.
- 1.3.13 Repair/relining of Additives preheating oven, mould preheating oven & ESR slag preheating oven, Charger whenever required.
- 1.3.14 Repair/ relining of cooling pits at melt shops and forge shop.
- 1.3.15 Maintaining complete housekeeping of mason area.
- 1.3.16 Any shortage of consumables to be informed to the shift-in-charge well in advance.
- 1.3.17 Tools & tackles of mason work to be maintained properly, if any shortage, to be informed to Shift-In-Charge well in advance.
- 1.3.18 Any other work relevant to production/operational requirements.
- 1.3.19 All type of refractory related works for bogie hearth furnaces at forge shop (i.e. bogie lining, roof repairing, burner block changing, static hearth lining, lintel patching work, spare door lining etc.)
- 1.3.20 All type of refractory related works for fixed hearth furnaces at forge shop (i.e. hearth lining, roof repairing, burner block changing, lintel patching work, spare door lining etc.)
- 1.3.21 All type refractory maintenance works for electrical heated furnaces namely at forge shop (i.e. elemental holding bricks/ vacuum formed boards replacing, ceramic fiber fixing, Bogie or fixed hearth repair etc)
- 1.3.22 All type of refractory maintenance works for LPG/electrical heated furnace at HT shop
- 1.3.23 All type of refractory related works for LPG/electrical heated furnace at HRM, Bar & Wire drawing.
- 1.3.24 Refractory maintenance works for small reheating furnace at MIDHANI (i.e. QCL, CRM, PM shop and Utilities etc).
- 1.3.25 Dismantling and cleaning of furnace hearth and other area of furnaces where refractory jobs are being taken up.
- 1.3.26 Carrying /handle the refractory materials from main store to work place.
- 1.3.27 Casting of shaped bricks.
- 1.3.28 Cutting the bricks as per required shaped.
- 1.3.29 Welding related work to fixing the ceramic fiber wool, f/c shell plate welding, MS bottom plate cutting, electrode sample cutting and to repair bogie & door castings whenever required.

1.4 General Instructions:

- 1.4.1 The Contractor has to engage a supervisor to supervise and manage their work men at the cost of contractor.
- 1.4.2 The contractor must have phone facility at his office/residence or cellular phone for proper communication.
- 1.4.3 The contractor or his authorized supervisor shall report to the Refractory in charge who will allot the work
- 1.4.4 The Contractors' personnel shall be assisting for maintenance work as mentioned in scope of work under the guidance of In-Charge refractory.
- 1.4.5 The contractor shall arrange qualified and experienced manpower as indicated in scope of work. They shall carry out the work during the shift timings of MIDHANI.
- 1.4.6 All the consumables required for maintenance shall be provided by MIDHANI.
- 1.4.7 To carry out the above jobs, the contractor should supply man power during three (A, B and G) shifts on all working days of MIDHANI. The contractor may have to arrange manpower in C shift depending upon the work load.

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- 1.4.8 Intimation shall be given at least one day in advance for the works planned on Sundays & Holidays.
- 1.4.9 Arranging Consumables from Main Stores to Sub-Stores & then Sub-Stores to respective work centers is also included in scope of work.
- 1.4.10 Complete housekeeping of shop & respective work area has to be carried out on regular basis after completion of work.
- 1.4.11 In case of break downs the contractor shall be asked to attend the jobs whenever situation demands and complete the breakdown in the least possible time.
- 1.4.12 Party shall be able to attend the breakdowns immediately after getting intimation from refractory in-charge with sufficient no of experienced manpower
- 1.4.13 All the contractor personnel shall use Personnel Protective Equipment (PPE).
- 1.4.14 Contractor on advice of company official shall immediately remove any person employed by him, who may in the opinion of company officials, is incompetent or misconducts and such persons shall not be again employed on works without permission of company official.
- 1.4.15 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.

1.5 Period of contract:

The contract is for a period of one year. After successful completion of the term Midhani may extend the contract period for another one year without any changes in terms and conditions of the contract. MIDHANI reserves the right to terminate the contract at any stage without assigning any reason.

1.6 Service Quality:

In order to maintain good quality of production, the minimum number of experience persons will be as follows:

Sl.No	Area	Minimum Nos. of persons			Category	
		<u>A Shift</u>	<u>B shift</u>	<u>Total / Day</u>	<u>Skilled</u>	<u>Semi skilled</u>
1	Melt -I, Forge	4	-	4	2	2
2	Melt IV	4	3	7	3	4
3	Welding	1	-	1	1	-
Total /day		12			6	6

- 1.6.1 If the above resources are not provided by contractor, a penalty of Rs. 600/- per person shall be imposed on the contractor irrespective of category. However, if additional manpower is required, payment will be as follows, @ Rs 450 per persons per shift. Short fall of man power shall be calculated on weekly basis (Monday to Saturday).
- 1.6.2 All special tools & tackles required for productions shall be provided by MIDHANI, however, if required, contractor has to arrange general tools & tackles required for providing the logistic support services.

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- 1.6.3 Personnel being deputed in Melt shop 4 shall have previous experience in lining of min. 20MT EAF, 20MT Ladle and other activities in Melt shop 4. Similarly Personnel being deputed in Melt 1 and other shops should have experience in relevant work (5 MT EAF, ladle lining, pit side work and reheating furnaces) to ensure the quality of service.
- 1.6.4 Contractor personnel should also assist the maintenance crew when furnace/equipment is under break down, if required.
- 1.6.5 The contractor shall maintain all the records at respective work centers (e.g. check list, logbook).
- 1.6.6 The contractor shall maintain accidents / incidents register.
- 1.6.7 All safety precautions to be adhered to while carrying out the work. Safety of the contractor workmen will be the responsibility of the contractor.
- 1.6.8 Safety gadgets such as helmets, shoes, hand gloves, smelter goggles/safety goggles, harness and masks etc shall be provided by the contractor.
- 1.6.9 The contractor and their employees will observe all the laws / enactments, rules and regulations of MIDHANI and also the statutory and legal requirement of central and state government.

1.7 COMPLIANCE OF ENACTMENTS

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

- 1.7.1 The contractor shall ensure compliance of contractual obligations as laid down in the general duties & Terms and Conditions of the contract. EPF, ESI etc are to be provided to the workmen engaged within one week.
- 1.7.2 The Contract labor (Regulation and Abolition) act or any amendment thereof and all legislation and rules of the state or other authority framed from time to time.
- 1.7.3 The rules and the safety measures, maintenance of the all required registers etc., will be deemed to the part of the contract.
- 1.7.4 The provision of minimum wages act, 1948 and payment of wages act, 1936 or amendments thereof and the rules there of and the rules made there under.
- 1.7.5 Industrial dispute act.
- 1.7.6 Provisional fund rules
- 1.7.7 ESI rules
- 1.7.8 Equal remuneration act. Etc
- 1.7.9 Various rules and regulations of MIDHANI.
- 1.7.10 Any other labor legislation to be enacted from time to time.
- 1.7.11 Employee Compensation Act 1923.
- 1.7.12 The contractor shall provide necessary insurance cover for the workmen / staff employed by him.

1.8 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 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.

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1.9 INDEMNITY:

The contractor shall provide indemnity 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 arbitrator of the CMD, MIDHANI 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.

PRICE BIDQUOTATION FOR MAN POWER CONTRACT FOR REFRACTORY MAINTENANCE DEPARTMENT

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	Semi-Skilled
		Per Shift (Rs.) (as on 01.10.2016)	Per Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00	200.00
(b)	V D A	236.00	214.00
(c)	Rate of Wage including V D A (a+b)	456.00	414.00
(d)	EPF @ 13.36% on (a) + (b)	60.92	55.31
(e)	ESI @ 4.75% on (a) + (b)	21.66	19.67
(f)	Total	538.58	488.98
(g)	Statutory Payment per day : (i) Bonus/ex-gratia *	38.00	34.50
	(ii) Holiday Wage (Sl.no. c+d+e)	538.58	488.98
	(iii) Leave with wages**	456.00	414.00
(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. 40,000/-			
6	Enclosed solvency certificate of value Rs 6,00,000/- minimum from your Banker. The date of certificate should not be older than 06 months.			
7	Cost of Tender Documents :Rs 1000/- Non-refundable to be submitted along with Techno Commercial Bid			
8	List Applicable Taxes clearly			
9	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
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-I.
 8. The required information about tenderer and other details are to be furnished as per Annexures-III.
 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	Semi-Skilled
		Per Shift (Rs.) (as on 01.10.2016)	Per Shift (Rs.) (as on 01.10.2016)
(a)	Basic Wage	220.00	200.00
(b)	V D A	236.00	214.00
(c)	Rate of Wage including V D A (a+b)	456.00	414.00
(d)	EPF @ 13.36% on (a) + (b)	60.92	55.31
(e)	ESI @ 4.75% on (a) + (b)	21.66	19.67
(f)	Total	538.58	488.98
(g)	Statutory Payment per day : (i) Bonus/ex-gracia *	38.00	34.50
	(ii) Holiday Wage (Sl.no. c+d+e)	538.58	488.98
	(iii) Leave with wages**	456.00	414.00
(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:

- 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.
- 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.,
- 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:

- 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 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-VI

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 27/OT/ 265 /2016-17 Date : 09.01.2017
Due Date : 27.01.2017 at 10.30 hrs. Opening Date : 27.01.2017at 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/ 27/OT/ 265 /2016-17 Date : 09.01.2017
Due Date : 27.01.2017 at 10.30 hrs. Opening Date : 27.01.2017at 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/ 27/OT/ 265 /2016-17 Date : 09.01.2017
Due Date : 27.01.2017 at 10.30 hrs. Opening Date : 27.01.2017at 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: