



**MISHRA DHATU NIGAM LIMITED
P.O. KANCHANBAGH, HYDERABAD**

PART - I - TECHNICAL BID

**SCOPE OF DESIGN AGENCY
FOR**

**CONSULTANCY FOR CIVIL WORKS
INVOLVED IN CONSTRUCTION OF
INDUSTRIAL SHED MS-IV -
FOUNDATION DESIGN OF PEB
STRUCTURE (excluding PEB
design), MACHINE FOUNDATION
DESIGN, CHIMNEY FOUNDATION
WORK Etc**

PART - I - TECHNICAL BID

**MISHRA DHATU NIGAM LIMITED
P.O. KANCHANBAGH
HYDERABAD 500 058**

TENDER NOTICE NO. MDN/PROJ/CVL/12/MS-IV

Date: 21/01/12

To

Dear Sir/Sirs,

SUB: - FORWARDING TENDER DOCUMENT CONTAINING 'TECHNICAL - COMMERCIAL BID' - FOR "CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV - FOUNDATION DESIGN FOR PEB STRUCTURE(EXCLUDING PEB DESIGN), MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS Etc"

Ref:- 1) TENDER NOTICE NO.MDN/PROJ/CVL/12/MS-IV Date:
21/01/12

With reference to the above tender for the subject work we are herewith forwarding a set of blank tender documents in respect of the above cited work which contain the following:

a)	Tender Notice	Appendix - A	Page No. 5
b)	Tender	Appendix - B	Page No. 6
c)	Instructions to tenderers	Appendix - C	Page No. 8
d)	General Conditions of contract	Appendix - D	Page No. 16
e)	Special conditions of contract	Appendix - E	Page No. 26
f)	Scope of consultancy	Appendix - F	Page No.28-36
g)	Proforma of Bank Guarantee	Appendix - G	Page No.37-39

You are requested to quote Lump Sum amount (i.e percentage) against the bill of quantities /scope of consultancy of the above tender documents and sign all pages of above appendixes as a token of your acceptance of all conditions therein. The completed tender should be delivered in a sealed cover (Wax sealed) and dropped in the tender box kept at security office of Corporate office at Kanchanbagh, MIDHANI, Hyderabad on or before 10.30 hours on 17-02-2012 addressed to the General Manager(Prod.) and the tender will be opened on the same day at 11.00 hrs. in the presence of Tenderer or his authorized representative, if choose to be present. The technical bid and commercial bid shall be kept in two separate sealed envelopes and both the envelopes shall be kept in another sealed cover. Please mark clearly outside the sealed cover as TECHNICAL/COMMERCIAL BID FOR "CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV – FOUNDATION DESIGN FOR PEB STRUCTURE, MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS Etc", MIDHANI, HYDERABAD.

- You may please note that MIDHANI will not be responsible for any delay in transit by post.
- Consultant shall not include any conditions and the quote shall be unconditional falling which tender is liable for rejection.

Thanking you,

Yours faithfully,
For MISHRA DHATU NIGAM LIMITED

Signature of the consultant

Signature of the Issuing
Officer

TECHNICAL BID FORMAT

1. Name of the individual/firm/company :
2. EMD Rs 0.25 lakhs (DD/BC/B.G) :
3. Constitution / legal status :
4. Registration and registered address :
5. Contact person Name & Designation :
6. Address for correspondence with Tel. No :
7. Details of IT clearance certificate or
3 years of IT returns :
8. Qualification and experience of Key
Management & Technical personnel
(Attach biographical details)
PS- Minimum 10 Years experienced shall apply :
9. Financial details like annual turn over
Balance sheet etc. for last 3 years :
10. Details of experience and Performance
In the last 5 years Experience in criteria shall be
 - (a) 3 similar Industrial completed works each costing
not less than the amount equal to 40%
of the estimated cost.
(OR)
 - (b) 2 similar Industrial completed works each costing
not less than the amount equal to 50%
of the estimated cost.
(OR)
 - (c) One similar Industrial completed works costing
not less than the amount equal to 80%
of the estimated cost.
 PS: - Experience certificates shall be
supported with work orders, BOQ, completion
certificate issued by clients duly Attested
by Gazette officer :
11. Any other information :

Note: Tenderer shall attach documentary proof duly
attested for all the above information.

Officer issuing the Tender

Consultant

APPENDIX - ATENDER NOTICE

Ref: MDN/PROJ/CVL/12/MS-IV
 REQUIREMENT OF CONSULTANTS

Date: 21/01/12

1. MIDHANI, Hyderabad invites Tenders in sealed cover "CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV - FOUNDATION DESIGN FOR PEB STRUCTURE, MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS Etc"
2. The job involves providing consultancy services, preparation of detailed Project Report including design consultancy of all constructions as required by MIDHANI as per the latest technologies and ensure the inclusion proper quality tests in tender document of the constructions, conforming to IS Codes (latest) all statutory provision, regulations by-laws etc, as may be applicable and as may be enforced during the subsistence of the contract.
3. The proposed construction includes MS-IV main shed ,LCSS,Transformer room,Chimney etc including services ke water supply, sewerage system, AC etc
 Note:- Brief scope of "Civil, structural works etc involved in the said work described else where in the tender.
4. Duly filled tender documents should reach the General Manager (P), MISHRA DHATU NIGAM LIMITED, P.O. KANCHANBAGH, HYDERABAD - 500 058 (A.P) on or before 17-02-2012, 10.30 hrs. The sealed covers should be clearly marked on the top Technical Bid/Commercial bid (as the case may be) for the work for "CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV - FOUNDATION DESIGN FOR PEB STRUCTURE, MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS ETC", MIDHANI, HYDERABAD. The tenders shall be dropped at tender box kept at corporate security office, MIDHANI.
5. Interested parties may participate in tender opening with authorization letter.
6. The tenderers who are qualified against the eligibility criteria on page 4 of technical bid are only eligible to participate in price bid opening. The date and time of opening of price bid will be intimated to technically qualified bidder at later stage.

General Manager (P)

TENDER

To,

The General Manager (P)
MISHRA DHATU NIGAM LIMITED,
P.O. KANCHANBAGH,
HYDERABAD - 500 050 (A.P)

Sir,

SUB: - SUBMISSION OF TENDER (COMMERCIAL)

I / We hereby offer to carryout the work FOR CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV - FOUNDATION DESIGN FOR PEB STRUCTURE, MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS Etc

I / We have carefully gone through all the contents of the following documents connected with the aforesaid work and

I / We hereby agree to abide by all the terms and conditions laid down therein:

a)	Tender Notice	Appendix - A	Page No. 5
b)	Tender	Appendix - B	Page No. 6
c)	Instructions to tenderers	Appendix - C	Page No. 8
d)	General Conditions of contract	Appendix - D	Page No. 16
e)	Special conditions of contract	Appendix - E	Page No. 26
f)	Scope of consultancy	Appendix - F	Page No.28-36
g)	Proforma of Bank Guarantee	Appendix - G	Page No.37-39

I / We further agree/authorize MIDHANI to deduct 10% of running bill/final bill amount towards the Security Deposit and I agree for release of the same in two stages indicated in the tender conditions.

I / We further agree to execute all the works referred to in the said documents upon the terms and conditions, contained or referred to therein and as detailed in the above appendices and also agree to carry out deviations within the scope of work as may be ordered to a maximum of 10% of the contract sum, without any extra cost.

Encl: As above

Yours faithfully,
Signature of the Consultant

Witness:

2. Signature:

Name & Address

3. Signature:

Name & Address

APPENDIX - C

MISHRA DHATU NIGAM LIMITED
P.O. KANCHANBAGH
HYDERBAD - 500 058

INSTRUCTIONS TO TENDERERS

1. The tenderers are required to verify all the tender documents received by them as to their completeness in all respects and satisfy themselves before submitting the same. In case of any short receipt of pages or otherwise defective tender papers, the same shall be brought to the notice of the D.G.M (Project) immediately and before opening of tenders. If no such defects are reported, it shall be deemed that the tenderers have received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
2. The tenderers are required to quote their lowest consultancy charges, all-inclusive, as lumpsum amount in percentage for the scope of consultancy services.
3. No extra payment is admissible due to any increase in the cost of works as a result of tendering or due to deviations or variations during execution of work or due to escalation in prices of materials and labour or due to reworking designs / modification if any desired by MIDHANI.
4. If the cost of work on tendering for construction (Civil contract) comes below the estimated amount as calculated in (1) above, the accepted tender value will be taken for the purpose of payment to the consultant and the amount will be reduced on prorata basis. Similarly, if the cost of tender comes more than the estimated cost, payment percentage will be based on estimated cost of consultant.
5. In case of the scope of work is reduced by the deletion of works/ services, the same quoted percentage will be valid for the revised/reduced estimated cost of the work.

6. The Lump sum amount for consultancy charges quoted shall include and shall be deemed to have included all taxes including taxes on works contract service taxes, duties whatsoever leviable under any enactment of the State or Central Govts. Or any other local authorities. The service charges shall also include and shall be deemed to have included any other expenses viz. traveling, accommodation etc.
7. The quoting their consultancy charges the tenderers are advised to take into account all factors and contingencies that have bearing on the charges quoted by them, and no claim will be entertained on this account after acceptance of the tenders or during the currency of the contract.
8. Special care should be taken to write consultancy charges in figures as well as in words against the bill of quantity/scope of consultancy services in such a way that interpolation is avoided. In the event of any discrepancy between description in works and figures of consultancy charges quoted by the tenderer the description in words shall prevail.
9. All entries in the tender, documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
10. The tenderers are required to sign each and every page of the tender documents including the drawings attached if any thereto. All corrections in the tender documents must also be signed by the tenderers.
11. Tenders must be submitted in wax sealed covers (Technical/commercial as the case may be) and should be addressed to the General Manager (P), MISHRA DHATU NIGAM LIMITED, HYDERABAD - 500 058, A.P. full name and address of the tenderer and the name of the work should be mentioned on the cover and the sealed tender shall be dropped in the tender box kept at Corporate office security, MIDHANI.
12. The offer along with charges quoted in the tender shall remain valid for six months from the date of opening of tenders.

13. All errors in totaling in the amount column and in carrying forward totals will be corrected and the tendered sum amended accordingly. The tendered sum so altered for the purpose of tender shall be substituted against the sum originally tendered and considered for acceptance instead of the original sum quoted by the consultant.
14. In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or in their absence a person holding Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender. The attested and certified true copy (attested only by a Gazetted officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
15. (a) Earnest Money deposit: The consultant has to deposit Rs 0.25 lakhs in the form of D.D/BC/Bank Guarantee (Annexure-G) drawn in favour of "MIDHANI" shall be deposited. No other forms are accepted. This EMD will be converted to security deposit and the same will be refunded as per clause 13(b) security deposit.
- P.S:- (i) The EMD shall be enclosed in Technical Bid. The Technical bids without EMD are liable for rejection.
- (b) Security deposit: - EMD of successful tenderer will form part of initial S.D. A sum of 10% of bill will be deducted from the running bills/final bill up to 10% of contract work towards S.D. The 10% security deposit will be refunded in two parts:
- i. 5% of the contract sum will be refunded after the Completion of the consultancy services in all respects for all works under the contract.
 - ii. 5% of the contract sum towards retention money refundable after the issue of the No Defects certificates under the scope of the consultancy contract.
16. The security deposit as a whole is liable to be forfeited in case the consultant fails to render the consultancy services, in whole or part, and / or causes breach of the Terms & conditions of the contract or abandons the work.

17. After completion of the work in all respects, the security deposit shall be refunded as per clause 13 above without interest.
18. The consultant shall consider and include all his claims as per accepted terms and conditions of the contract in his final bill, which shall construe and mean that the consultant shall not have any other claims whatsoever against MIDHANI other than those indicated in the final bill. "NO DEMAND CERTIFICATE" stating that he has no other claims on MIDHANI except the claims indicated in the final bill, should be submitted along with the final bill.
19. MIDHANI reserves absolute right to appropriate, deduct, set off or retain / with hold any amount payable to the tenderer Security deposit under this contract or any other contract or any other transactions against any sum, which in the opinion of MIDHANI is due to MIDHANI whether Subjudice contract or under any contract, deal or transaction whatsoever.
20. All compensations or other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or become due to the consultant on any account whatsoever. In the event of the security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good the security deposit to the extent of short fall / deficiency by Demand draft in favour of MIDHANI, Hyderabad.
21. If a tenderer withdraws his offer after submission of his tender, or fails to start rendering consultancy services in accordance with the instructions of the Engineer-In-charge, the Security deposit deducted/deposited by him shall be forfeited without prejudice to any other remedy available to the company under the contract.
22. MIDHANI, Hyderabad reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by the Accepting officer. The acceptance of the tender in part mentioned above is at the sole

discretion of the Accepting officer and shall be binding on the consultant.

23. Conditional and un-witnessed tenders, tenders containing freak rates and amount, tenders, which are incomplete or otherwise considered defective and tenders not in accordance, with the tender condition laid down by the Accepting officer are liable to be rejected.
24. Tenders not submitted in the prescribed forms are liable to be rejected.
25. The tender notice and other correspondences connected thereto shall be deemed to form integral part of the contract to be entered into for the consultancy services.
26. On acceptance of the tender, name of the accredited representative of the consultant who would be responsible for taking instructions from Engineer-In-charge shall be communicated in writing by the consultant.
27. The acceptance of the tender, will rest with the Competent Authority and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
28. The consultant's responsibility under this contract shall commence from the date of acceptance of work order. The schedule date of completion of this consultancy contract will be the completion of the Civil construction works of the project which is to be within 06 to 08 months. The consultant will have to plan his consultancy services accordingly, to include supervision, preparation of "As Made" (completion) drawings etc. The consultant shall take into account the likely delay in completing the construction work by the contractors for any reason whatsoever, and in the event of any such delay, the consultant shall continue to render all services as per the contract being the scheduled period and will be continued to be under the obligation and until the work is completed in all respects at no extra cost.

29. The consultant shall make all arrangement for execution of Agreement at his own cost using MIDHANI standard format on non-judicial stamp paper and execute the same.
30. After award of work, the consultant shall not increase his quoted consultancy charges in case the accepting officer negotiates for reduction of consultancy charges for omissions/additions in the scope of work. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the consultancy charges originally quoted shall be valid for a period of 6 months from the date of opening of tenders.
31. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by consultant who resort to canvassing will be liable to be rejected.
32. Tenderer(S) who would be successful in getting consultancy services contract would be ineligible to be considered in their own name, or in the name of any of their Division and / or associates / group of companies / firm for participation of construction contracts for which consultancy services are rendered by them.
33. The tender documents issued to any tenderer are not transferable.
34. These instructions to tenderers shall be deemed to form an integral part of the contract.
35. Several documents forming the contract are to be taken as mutually explanatory to one another, and, if there are varying or conflicting provision made in any of the documents forming part of the contract, the Engineer in charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.
36. Income tax/statutory levies as amended or as may be levied from time to time shall be deducted at source.
37. The consultant shall accept full responsibility for the structural soundness of the designs and other details furnished by them. The consultant shall also compensate MIDHANI for any loss or damage caused to MIDHANI by reason of any defect or deficiency in the

design/detail/furnished by them or by reason of ambiguity or lack of clarity in tender documents.

38. Recoveries shall also be effected from the consultant on account of any over payment/ over estimate due to consultant's mistake, detected at any stage as a result of technical examination, audit study, vigilance inspection/investigation at any time.
39. Recoveries shall be effected from the consultant on account of any losses suffered under the provision on section - 73 of the Indian Contract Act 1982/Law applicable as amended from time to time.
40. The consultant shall be liable to be debarred from the future engagement for a specified number of years or total bar depending on the gravity of the lapses.
41. In case of any professional misconduct on the part of consultant, MIDHANI will refer the matter to the council of Architecture, New Delhi for appropriate action under section 30 of the Architect Act 1972 (Central Act No. 20 of 1972) / law applicable and amended from time to time or any authority concerned.
42. The consultant shall strictly adhere to the provisions of the Architecture (Professional conducts) Regulations, 1984, incorporated under the Architecture Act, 1972.
43. Latest IT clearance certificate or last 3 years I.T. Returns or audited balance sheet for the last 3 years duly attested by a Gazetted officer shall be submitted along with the tender.
44. a) The Consultant shall have visited the site of the work and ascertained there from all conditions and information pertaining to his work prior to conclusion of the contract. No claim shall be permitted arising from non-fulfillment of this condition. The Consultant shall also be deemed to have ascertained all special local and national standards, regulations, customs etc. which may affect his design, schedule, choice of supervisory personnel etc. prior to submission of his offer. No claims for extra payment shall be entertained on this account.

b) The Consultant shall submit to the Owner periodic progress reports giving the status of the Contract

work along with supporting documents and
photographs/drawings etc.

I ACCEPT THE ABOVE

SIGNATURE OF THE OFFICER
ISSUING THE TENDER DOCUMENTS

SIGNATURE OF THE CONSULTANT
/TENDERER

GENERAL CONDITIONS OF Contract

CHAPTER - I

DEFINITIONS:-

In these General conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

a) "CONTRACT" means tender and acceptance thereof, which include the following documents.

a)	Tender Notice	Appendix - A	Page No. 5
b)	Tender	Appendix - B	Page No. 6
c)	Instructions to tenderers	Appendix - C	Page No. 8
d)	General Conditions of contract	Appendix - D	Page No. 16
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Acceptance letter and any other conditions mutually accepted by the parties after issue of acceptance letter.

b) "TENDER DOCUMENTS" means the Appendix A to F as aforesaid given to the consultants for the purpose of preparing their tenders.

c) "THE CONTRACT SERVICES" means the services described in the tender documents / consultancy contract and in individual work order issued from time to time to the consultant including all modifications, additional services and obligations to be carried out either at site or at the consultant's work places or other places as required for the performance of the contract.

d) "THE SITE" means the land and other places on, in or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.

Signature of Consultant

CHAPTER - II

1. ASSIGNMENT OR TRANSFER OF CONTRACT:

The consultant shall not without the prior written approval of the Accepting officer, assign or transfer the contract or any part thereof or any share, or interest therein to any other person/firm. No sum of money which may become payable under the contract shall be payable to any person than the consultant unless the prior written approval of the Accepting Officer to the Assignment or transfer is given.

2. SUB - CONTRACT

The consultant shall not sublet any portion of the contract without the prior written approval of the Accepting Officer.

3. LAW GOVERNING THE CONTRACT:

This contract shall govern by the Indian laws for the time being in force and as amended from time to time.

4. SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.

Any agreement, Bank guarantee, Hypothecation deeds required to be executed under this contract shall be made at the cost of the consultants with proper stamp duty as per the prescribed formats. However, MIDHANI have the right to alter, modify, and delete any clauses/materials in such formats as deemed fit.

5. JURISDICTION:

Notwithstanding anything contained elsewhere in this Tender document, quotations of the contractor or in any other document whatsoever, for the purpose of jurisdiction, the courts at Hyderabad shall only have jurisdiction to try any matter or disputes arising out of this contract other than those coming under the purview of Arbitration clause.

6. ARBITRATION:

Except where, otherwise provided for in the contract, all questions and disputes relating to the services to be rendered and meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director / General Manager and if the Chairman & Managing Director / General Manager is unable or unwilling to act, to the sole arbitration some other persons appointed by the Chairman & Managing Director / General Manager willing to act as such arbitrator.

The sole arbitrator to whom the matter is originally referred being transferred or vacating his/her office or being unable to act for any reason, such Chairman & Managing Director / Addl. General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, Shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall entitle to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the Provisions of the Arbitration & conculation Act 1996, or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The services under the Contract shall be continued during the arbitration proceeding and unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration proceedings shall be at Hyderabad.

The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract without their being an appeal thereon.

7. LIQUIDATED DAMAGES:

If the consultant fails to render or complete the consultancy services for civil construction works including electrical and other allied works in all respects on or before the fixed date(s) for completion, he shall without prejudice to any other rights or remedy of the company on account of such breach, be liable to pay Liquidated damages to the company at the rate of 0.1% of the contract sum per day of delay or prorata for part thereof, subject to a maximum of 10% of the contract value.

Waiver:-

No failure or delay by either party in enforcing any right, remedy, obligation or liability in terms of the contract shall be deemed to be waiver of such right, remedy, obligation or liability as the case may be, by the party and notwithstanding such failure or delay, the party shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be.

CANCELLATION OF CONTRACT FOR UNSATISFACTORY PERFORMANCE:

If MIDHANI considers that the performance of the consultant is unsatisfactory or not up to the expected standard, MIDHANI shall notify the consultant in writing the details thereof. In such cases, MIDHANI reserves right to terminate the contract by giving 30 days within writings to the consultant.

8. CANCELLATION OF CONTRACT FOR CORRUPT PRACTICES:

The accepting officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to MIDHANI cancel the contract in any of the following cases and the consultant shall be liable to make payment to MIDHANI for any loss or damage of cancellation for default.

If the consultant

- a) Offers or gives or agrees to give to any person in MIDHANI service any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for MIDHANI; or
- b) Enters into a contract with MIDHANI in connection with which commission has been paid or agreed to be paid by his or with his knowledge unless the particulars of any such commission and the terms payment thereof have previously been disclosed in writing to the Accepting Officer; or
- c) Obtains a contract with MIDHANI as a result of ring tendering or by non-bonafied method of competitive tendering without first disclosing the fact in writing to the Accepting Officer; or
- d) Misrepresents any fact while tendering for any work or create conditions favorable for acceptance of his tender.

9. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT, TRANSFER OR SUBLETTING OF CONTRACT:

The Accepting Officer may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to MIDHANI, shall cancel the contract in any of the following cases:

If the consultant:

- a) Being an individual, or a firm, any partner thereof shall at any time becomes insolvent or be adjudged bankrupt or have receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or compensation under any Bankruptcy Act for the time being in force or makes any conveyance or assignment of his effects of composition or arrangement for the benefit of his creditors or proposes to do so, or if any application be made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him or on behalf of his creditors or
- b) Being a company shall pass resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitles the court or debenture holder to appoint a receiver or manager or
- c) Assigns, transfers, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting officer. Whenever the Accepting Officer exercises his authority to cancel the contract under this conditions, he may complete the work by any means at the consultant's risk and expense provided always that in the (as certified by MIDHANI which is final and conclusive) being less than the contract cost, the advantage shall accrue to the MIDHANI and that if the cost of completion exceeds the money due to the contractor shall either pay the excess amount ordered by the MIDHANI or the same shall be recovered from the contractor by other means.

10. CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONSULTANT:

- a) If the consultant makes default in commencing the services within a reasonable time or within the time specified, or if; the consultant in the opinion of MIDHANI during the currency of the contract makes default in completion of civil, ELECTRICAL, A.C, UTILITY & INTERIOR WORKS etc of the project or progress of the services is slow, or the services are poor or if the consultant fails to comply with any of the terms and conditions of the contract, or fails to complete the services in part or full or fails to achieve the progress as set out under the contract or abandons the contracts or otherwise commits any breach of contract, MIDHANI will cancel the contract as a whole or in part without any prior notice to the consultant at the sole cost, risk and expense of the consultant and get the balance services executed either by another consultant or through any another agency/agencies as deemed fit. In such an event, the consultant shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by MIDHANI.
- b) In the event of cancellation of contract as above and the completion of the consultancy services either by MIDHANI or by another consultant or through any other agency / agencies, if the cost of completion works out less than the cost under this contract, the advantage shall accrue to MIDHANI.

11. CANCELLATION OF CONTRACT FOR DEATH ETC.:

Without prejudice to any of the rights or remedies under this contract, if the consultant dies or attains legal disability, MIDHANI shall have the option of canceling the contract without any compensation to the consultant or any of his legal heirs / successors and without any prior notice.

12. SPECIAL POWERS OF CANCELLATION OF CONTRACT / FORECLOSURE OF CONTRACT:

If at any time after acceptance of the tender MIDHANI feels that for any reasons whatsoever, if the whole or any part of the consultancy services is not required to be carried out, notice shall be given in writing of the fact to the consultant and upon receipt of such notice the contractor shall stop the execution of such

services as indicated in the notice forthwith. The consultant shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the services in full, but which he did not derive in consequence of the foreclosing of the services / contract. Consultant shall be paid at contract rates for the full amount of the work executed including such additional services as may be rendered necessary by said foreclosing.

13. ORDERS UNDER THE CONTRACT AND COMMUNICATION OR ORDERS:

All orders, notices etc. to be given under the contract shall be in writing and if sent by registered post to the consultant to any of the addresses given by the consultant or to the last known address of the consultant, shall be deemed to have been served on him. Any communication under this contract on any matter whatsoever under the signature of D.G.M / Engineer in-charge or any officer authorized by General Manager (P), MIDHANI, Hyderabad for such communication shall be deemed to have been issued with the approval of the Accepting officer.

14. CONTRACT DOCUMENT SIGNING:

The successful consultant is required to conclude a contract agreement on a non-judicial stamp paper of Rs.100/- on award of the contract in the prescribed format approved by MIDHANI.

15. TERMS OF PAYMENT:

FOR STAGE - I:- 80% of total fee will be paid. Further, this payment is staggered in the following four stages:

For preparation of Structural designs of drawings/architectural drawings for proof check, Bill of quantities for tender, estimates etc

Subject to the terms of this consultancy service, the mode of payment shall be as under in regard to the accepted percentage fees of consultancy services payable on the estimated cost of work.

1. 20% (Twenty percent) of stage - I consultancy fees with in one month from the date of approval of preliminary drawings layout plants, and submission of schedule of materials.

2. 30% (Thirty percent) stage - I proportionately of the consultancy fees towards detailed estimates, bill of quantities, for the works / services, technical and particular specifications and tender documents and drawings for tendering of the execution of the work.
3. 30% (Thirty percent) of stage - I consultancy fees after proof check calculation and approval from competent authorities as per rules.
4. 20% (Twenty percent) of stage - I consultation fees towards working drawings both structural and architectural, bar bending schedules.

FOR STAGE-II:- 20 % of total fee will be paid and further , this payment is staggered in the following two stages

1. 10% of fees quoted in Stage-II during the currency of the contract for execution of civil, structural work in the following tasks are to be carried:
Site visit minimum 6 no's at the following stages
 - a) Foundation/Plinth level
 - b) Column erection.
 - c) Crane girder erection
 - d) Crane rails erection
 - e) Roof truss fabrication & erection in case of RCC building Slab level.
 - f) Finishing & painting stage.

Apart from above, the R.A bills and Final bill certification including completion certification etc is to be carried by Consultant as per instruction of Engineer-in-charge.

2. Balance 10% (Ten percent) of stage - II consultation fees on completion of entire civil/structural and allied works by the contract agency and after furnishing completion drawings incorporating all provisions / deviations involved in the work including providing architectural drawings for display.

NOTE:

1. Consultant shall indicate the minimum percentage rate against item No. 1. The percentage rate will be based on the actual estimated cost of

works after finalization of preliminary concept / drawing and the estimated cost will be worked out on MES - SSR - 2010 rates with amendment as applicable at the time of preparation of estimates. The estimated cost shown in schedule 'A' is only indicative. Final price payable is as per clauses 3,4& 5 of Appendix- C.

2. In the event of the scope of work getting reduced by deletion of any of the work or abandonment of work by MIDHANI due to administrative / unforeseen conditions, then the fee payable to the consultants shall stand correspondingly reduced to the extent in consideration of the stages of work completed by consultants as stated in Para 1 to 4 stage - I and Para 1-2 in stage - II above.

16. MODE OF PAYMENT TO THE CONSULTANT:

All payments to be made to the consultants under this contract shall be net payment after deduction of statutory levies /Taxes etc and made by RTGS. The contractor should furnish RTGS bank particulars along with tender by duly filling & signing the format.

17. DEFECTIVE SERVICE:

Any defects observed or otherwise brought to the notice of the consultant and / or MIDHANI shall be investigated or / caused to be investigated in detail by any of the reputed institutes / specialist organizations approved by MIDHANI at the cost and risk of the consultant.

It shall be incumbent upon the consultant to propose remedial measures thereof and obtain the acceptance of the reputed approved institute of the specialist organization to such measures before the corrective action is allowed to be undertaken.

APPENDIX - ESPECIAL CONDITIONS OF CONTRACT

1. PATENT / COPY RIGHTS:
The consultant shall fully indemnify MIDHANI, and its servants, or employees against any action claim or proceedings relating to infringement or the use of any patent, copy right or design or any alleged provided by him/their firm. In the event of any claims being made or action brought against MIDHANI, servants or employees of MIDHANI in respect of any of the matters aforesaid, the Consultant shall immediately be notified thereof for taking necessary action to indemnify MIDHANI, servants or employees of MIDHANI.
2. SECRECY:
The consultant shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have noticed that the Indian Officials Secrets Act 1923 (XIX 1923) applies to them and will continue so as to apply even after the execution of such works under the contract.
3. INSURANCE IN RESPECT OF DAMAGE TO PERSONS & PROPERTY:
The consultant shall indemnify MIDHANI against all claims which may be made against MIDHANI by any member of the public or other third party in respect of any thing which may arise in respect of the works or in consequence thereof.
4. PRICE ESCALATION:
The consultancy charges accepted under this contract are conclusive and final and no price escalation in the contract rates / consultancy charges, shall be entertained either during the contract period or during the extended period of the contract, which may be due to any reasons whatsoever.
5. Guarantee for Design of structures
Consultant guarantees that the services as specified/described under the scope of Consultant, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian codes, Regulations and International standards wherever applicable, for the purpose(S) specified, free from defects and suitable for respective used intended.

The consultant shall be liable to MIDHANI for the performance of services in accordance with the provisions of the contract and for loss suffered by MIDHANI as a result of default of the consultant in such performance.

MIDHANI

Signature of Consultant

Appendix - FSCOPE OF CONSULTANCY SERVICES FOR CONSULTANCY FOR CIVIL WORKS INVOLVED IN CONSTRUCTION OF INDUSTRIAL SHED MS-IV – FOUNDATION DESIGN FOR PEB STRUCTURE, MACHINE FOUNDATION DESIGN, CHIMNEY FOUNDATION WORK & ALLIED WORKS Etc.

1. PLANNING & DESIGNING:

- a) Preparation of project report.
- b) Survey of the sites of constructions and study of conditions and layout schematics and line diagrams as may be required for planning and designing.
- c) SBC of soil is 30 T/Sq.m as per the DATA available, however consultant may carry Soil investigation of the sites to decide types of structures and foundation etc., including study of existing layouts to decide the type of improvements.
- d) Preparing and supplying overall plot plan, including sufficient No. of schematic plans as per MIDHANI requirement for final approval / acceptance of MIDHANI.
- e) Preparing detailed structural analysis and structural designing of buildings/structures including working drawings.
- f) Preparing and supplying all working drawings, architectural drawings and detailed Engineering drawings for constructions.
- g) Design & Proof Check: Preparation of detailed designs & drawings, also these designs & drawings shall be approved by Industrial Consultancy wing of J.N.T.U or Osmania Hyderabad or NIT`s. This is mandatory before release of drawings for construction.
- h) Preparing and supplying tender drawings.
- i) Salient features of Civil/ Structural works are enclosed at Appendix-I & II.
- j) Salient features of new Corporate building Electrical, Lighting, AC & Ventilation requirement are enclosed at Appendix - III

k) Salient features of Utility services required for new corporate building is as per Appendix III.

2. PRE AWARD SERVICES:

- a) Soil testing and contour survey
- b) Preparing and identifying activities of the project, plan sequence of activities, create work break down structures, and prepare critical path networks.
- c) Preparing quantity estimates and time schedules.
- d) Preparing analysis of rates for each of the items of works.
- e) Preparing technical specifications for each item of work including identification of materials to be used.
- f) Preparing bill of quantities for construction / installation.
- g) Preparing material take offs for cement, reinforcement steel and structural steel and preparing bar bending schedules.

3. RUNNING BILL PREPARATION, FINAL BILL SETTLEMENT AND CONCLUSION OF CONTRACT.

- a. Certification of running bills in related to progress of construction and final bill settlement including conclusion of contract as per the conditions stipulated in the contract is the responsibility of consultant's construction management team.

Appendix - I

1. The consultant shall furnish three (3) sets of design calculations/drawings for Structural/civil works for proof check of MIDHANI.
 - a) Preparation and submission of preliminary schedule design and Drawings consisting of layout, plans, sections, single line diagrams, schematics elevations of buildings/ services for approval of MIDHANI.
 - b) Brief details of specifications for the building, internal water supply and sanitary services, approach road, diversion of existing drainage water supply lines, and other architectural designs highlighting the salient features adopted in design and the economy achieved in the design.
 - c) Approximate requirement of cement and Structural steel, reinforcement steel (Diameter wise) for the total construction of building.
 - d) The above details shall require to be submitted to MIDHANI within (3) weeks from the date of issue of acceptance of letter.
 - e) The design shall be economical and in case of use of costly items in the work, full justification for its functional use with economy achieved in the cost of construction shall be furnished along with design documents.
- 1.1
 - a) Preparation and submission of detailed estimates based on MES SSR-2010 with amendment as applicable at the time of preparation of estimates for Civil works and market rate analysis for items which are not available in SSR-2010.
 - b) In addition to the above consultant shall submit a detailed estimate based on the prevailing market rates duly giving proper justification (Rate analysis) of market rates.

- c) Preparation and submission of BOQ's, tender drawings on the basis of schematic designs approved by MIDHANI for the proposed buildings and service.
- d) Preparation and submission of technical & particular specifications for each item of work, general description of work, list of approved / ISI manufacture for the various materials for use on construction works.
- e) Tender documents in MIDHANI prescribed format are to be submitted to MIDHANI along with tender drawings (15 sets to be submitted and if required by MIDHANI additional copies to be given without any additional cost).

The above details shall be required to be submitted to MIDHANI within 5 weeks from the date of approval of schematic plan from MIDHANI.

- 2 Preparation and submission of detailed working drawings, structural, architectural, layout, single line diagrams, schematics sectional drawings etc., bar bending schedule, which shall be submitted within 3 weeks from the date of submission of Tender drawings / documents referred under Para 2.2 above. However, any special details required during execution shall be furnished immediately as and when required, to keep the pace of work.
 - All the above working drawings and details shall be submitted in 6 sets duly stamped & signed 'Approved for Execution'.
 - One reproducible negative of all working drawings and soft copy shall submit to MIDHANI to take additional prints if required by MIDHANI.
 - Proof checked documents as detailed in Para 2.3 above before the starting of actual construction activities.
3. Completion drawings (as built drawings) for all works and services incorporating all changes / deviations / revisions / alteration / modifications shall be submitted in Two sets with one reproducible negative and soft copy within 2 weeks after completion of the construction work by the contract agency, including a

presentable architectural model for permanent display by MIDHANI.

4. The consultant shall ascertain the SBC of soil for the building by arranging to get the soil testing, done at approved Government organization / reputed Institutes at their cost before the design of the building.
5. All plans, layouts, reflecting all details and requirements specifications, drawings for the said works shall confirm to various rules and regulations framed by Government / statutory authorities.
6. the consultant shall also submit one set of architecturally furnished drawings / Perspective views of all buildings / structures proposed for construction for display, before the commencement of civil works.

Salient features involved in involved in construction MS-IV

1. The scope of consultant starts form site survey viz Contour and Soil investigation to find SBC of soil.
2. The consultant shall prepare plans, Architectural elevations, section details, structural designs, drawings of all machine foundations, chimney, LCSS building, transformer building, as per the standard practice prescribed in IS code for approval of MIDHANI.
3. The take out materials for major items like Reinforcement & structural Steel, cemented are to be prepared.
4. Similarly the RCC/ reinforcement/structural steel works shall be described exhaustively and quantity of materials involved along with reputed brands shall be suggested.
5. Structural drawings, Architectural elevations, 3d image for machine foundation etc shall be provided by the consultant before finalization of specification and bill of quantities.
6. All the drawings, estimates, BOQ etc prepared by Consultant shall be approved by competent authority at very stage.
7. Design of all RCC and structural steel shall be carried by consultant. All the detailed, schematic drawings and all other type of drawings are to be carried by consultant along with revision from time (if any). All the designs shall confirm to latest IS standard. One hard copy and one soft copy of design shall be submitted after proof check from JNTU or Osmania. Similarly three hard copies of drawings and on soft copy of drawings are to be supplied to MIDHANI along with proof check.
8. The Consultant shall make use of local material available to maximum extent to arrive economical project cost.

Signature of Consultant

CODES TO BE FOLLOWED FOR Civil STRUCTURES shall be as
Military Engineering Services -SSR- 2009-Part
specifications.

List of IS Codes are as per Section-2 of MES -SSR 2009
part-I specification, Page 07-34

Signature of Consultant

LIST OF DRAWINGS to be prepared by consultant for the construction of MS-IV, MIDHANI.

A. GENERAL:-

1. Site plan in the Plant general lay out.
2. Lay out plan of equipment.
3. Drains, cable trenches, approach roads etc.,
4. Elevations - sectional, side etc.

B. CIVIL WORKS

1. Foundation plan including inserts like bolts, plates, Beams etc.
2. RCC details of column foundations.
3. Bar Bending schedule for the above drawing.
4. Shed - General arrangement plan, elevation, etc.
5. Shed- sections and miscellaneous details.
6. Shed - foundation plan and RCC details of column footings and columns.
7. Shed - RCC details of columns, lintels, beams and roof slabs.
8. Shed - Bar bending schedule for the above.
9. Shed - layout of drains, rainwater pipes and underground sewerage lines.
10. Shed Plumbing details of toilets.
11. General arrangement and RCC details of flooring and cable trenches and pre-cast covers.
12. Typical details of transformer foundation, RCC room windows, doors, louvers.
13. Details of foundation for extension bay, Jack pumps/booster pumps etc.
14. Structural/Inserts steel details for the members in foundation

C. STRUCTURAL DESIGN DRAWINGS for MS-IV:-

a) RCC details

b) Structural Steel details

1. List of drawings.
2. Central notes and approximate quantity of structural steel and sheets.
3. General arrangement of steel work - plan at ± 0 level.
4. General arrangement of steel work - plan at Crane girder level.
5. Central arrangement of steel work - plan at tie level.
6. General arrangement of steel work - plan at rafter level.
7. Plan and elevation of monitor.
8. Elevations and cross sections of steel work and gable views.
9. Details of columns.
10. Details of column bracings.
11. Details of crane girders.
12. Details of crane rail fixing and joints.
13. Details of roof trusses.
14. Details of lifting beams monorails, rolling shutters, louver frames, ladder to crane level walk way.
15. Details of rain water gutter and down pipes.
16. Details of gable post, roof access, ladder etc.
17. Typical sectional details of marring old shed & new shed etc.,
18. Details of structural steel for the extension portion of Forge shop etc.,

MIDHANI

Signature of consultant

Appendix - G

PROFORMA BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non Judicial Stamp paper to be stamped in accordance with stamp act, the stamp paper to be in name of Executive Bank)

Ref.....

Date.....

Bank Guarantee No

To

MISHRA DHATU NIGAM LTD
P.O.Kanchanbagh, Hyderabad
Pin

.....

Dear Sir,

In accordance with your Notice Inviting Tenders for
..... under your tender No..... dated M/s.....
(hereinafter called the Tenderer) with following directors
on their Board of Directors/Partners of the firm.

1..... 2.....
3..... 4

Wish to participate in the said tender for the following:
(Name of the work)

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with Mishra Dhatu Nigam Ltd (hereinafter referred to as "MIDHANI") amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a Nationalized Bank irrevocable and opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs 1.25 lakhs to the "MIDHANI" for the purpose of securing exemption from the deposit of earnest money.

1. NOW THEREFORE, we the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the "MIDHANI", the amount of Rs (Rupees) to the Mishra Dhatu Nigam Ltd "MIDHANI" without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the "MIDHANI" shall be sole judge of and as to whether the tender has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" on account thereof the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender document and the decision of the "MIDHANI" that the Tenderer has committed such breach or reaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the "MIDHANI" and change in the constitution, liquidation or dissolution of the Tenderer, shall not discharge our liability guaranteed herein.
4. It is further declared that it shall not be necessary for the "MIDHANI" to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the "MIDHANI" may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
5. The right of the "MIDHANI" to recover the said amount of Rs..... (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been

raised by the said M/s. (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.

- 6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs..... (Rupees) and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date

Place

(Signature)
(Printed Name)

(Designation)
(Bank's Common seal)
(Authorization No.)

In the presence of:

Witness

- 1)
- 2)

Accepted

(Signature of the Officer)
For and on behalf of the MIDHANI