

 <b>MISHRA DHATU NIGAM LIMITED</b> (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O. : Kanchanbagh, Hyderabad- 500 058. Telefax : 040- 24184562, 24184262 Our New TIN NO. 36540140503 E-mail : <a href="mailto:rajesh.muttigi@midhani.com">rajesh.muttigi@midhani.com</a>	Invitation to Tender No. Ref : MDNL / AP / 050 / OT / 040 / 2017-18 Date : <b>20. 05.2017</b> CLOSING DATE : <b>06-06-2017</b> TIME : 10.30 Hours OPENING DATE : <b>06-06-2017</b> Time: 10.35 Hours ( Techno Commercial Bid )
	Your offer should contain the following information: 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,

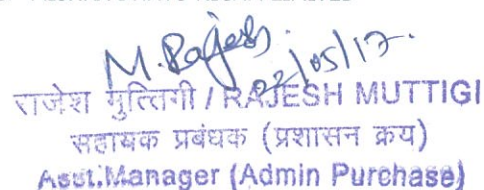
You are requested to send your offer for the following Works as per the Terms & Conditions mentioned herein and also in the Annexure in a sealed envelop subscribing with Invitation to Tender No. & Due date,

Sl. No.	Material / Work Description & Specifications	Estimated Requirement		Delivery Required
		Unit	Period of Contract	
1	<b>Supply of Technical Assistance (Skilled)</b> for manufacture of precision Fasteners using MIDHANI facilities. Scope of Work: Annexure 1(A) Terms & Conditions: As per Annexure 1 (B) Price Bid Format: As per Annexure-II. (2 pages). ( To be submitted separately in Envelope No. 2 as per Annexure-V.) Check List & Contractor details: As per Annexure-III –2 Pages General Directions & Terms and Conditions of Tender: : As per Annexure-IV - (5 Pages) <b>E M D of Rs.26,250/- has to submitted along with Techno Commercial Bid ON-LINE only as per Clause No. 14 of Annexure-IV otherwise your offer will not be considered.</b> All Tender documents mentioned above are to be submitted by you duly signed & stamped along with your Techno Commercial Bid & Price Bid as per Annexure-V.	Man Shifts	1250	Immediate

**PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW :**

- Offer your firm lowest prices, as price negotiations will not normally be held.
- Envelopes shall be invariably subscribed with Enquiry No. & Due date.
- E S I code is mandatory while submitted the offer, PF code on placement of order to be submitted. If supporting documents regarding ESI, PF etc. are not enclosed offer is liable to be rejected.
- Solvency certificate as indicated in Check-list may please be submitted along with Techno Commercial Bid only.
- Payment will be made on monthly basis as per Clause No.12 of Annexure-IV by RTGS / NEFT
- Validity of the offers shall be 3 months from the date of opening of Techno Commercial Bid.
- Techno commercial Bid will be opened as on date & time indicated above in the presence of tenderers or their authorized representative who choose to be present alongwith authorization letter. Price bids of technically acceptable tenderers will be opened at a later date.
- Taxes & Duties ( if any ) should be indicated clearly.
- Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
- PLEASE MENTION YOUR VALID E-MAIL ID.
- Tender document fee of Rs. **1,000/-** by way of Demand Draft drawn in favour of Mishra Dhatu Nigam Limited, payable at Hyderabad, if downloaded the documents from MIDHANI WEBSITE, Tender document fees should be submitted along with Techno Commercial Bid.
- 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.
- For Technical quires please contact Sri S K Dwivedi, AGM (Spl. Projects) and Commercial queries please contact Sri Rajesh Muttigi, Asst. Manager (Purchase) at Phone No.24184562 Mail ID: [rajesh.muttigi@midhani.com](mailto:rajesh.muttigi@midhani.com).

Yours faithfully,  
For MISHRA DHATU NIGAM LIMITED

  
 राजेश मुत्तिगी / RAJESH MUTTIGI  
 सहायक प्रबंधक (प्रशासन क्रय)  
 Asst. Manager (Admin Purchase)

TECHNICAL ASSISTANCE FOR MANUFACTURING OF  
PRECISION FASTENERS USING MIDHANI FACILITIES

A. SCOPE OF WORK:

Sub contractor has to deploy following minimum manpower in each shift under shift-in-charge of Fastener Shop.

- a) Rough Turning & Finished Turning of bolt blanks after head forging and drilling and Tapping of Nuts by Turners (3 Nos - skilled)
- b) Making of Hexagon shape for bolt's Head and Nuts by Machinists (2 Nos- Skilled)
- c) Assisting during head forging, Pilot hole drilling, tapping of nuts , by Fitters / Tapping operator (2 Nos- skilled).
- d) These operators may also require doing Cutting of Rods and heading forging of bolt blanks on 400 Tons Hammer, Tapping of Nuts, Inspection of Threads by Go/No T Go Gauges etc.

Total= 7 operators per shift to be deputed for six months.

## TERMS AND CONDITIONS

1. MIDHANI will provide the Cutting machine, Forging Press, Lathe machines- 5 Nos, Milling machines – 3 Nos,
2. MIDHANI will provide Cutting tools, Measuring tools and Consumables like Hand gloves, Cotton waste etc.
3. Sub contractor has to deploy suitable man power under shift -in-charge in each shift:

S. No.	No. of operators Required	Category of wages to be followed	Qualification & Experiences required
1.	Turner -03 nos	Skilled	ITI (Turner) + NAC + at least 2 years experience
2.	Machinist -02 nos	Skilled	ITI (Machinist) + NAC+ at least 2 years experience
5.	Drilling & Tapping operators – 2 Nos.	skilled	ITI (Fitter/Turner/Machinist) + NAC + at least 2 years experience

Total – 7 Nos

4. Contractor has to submit bills based on attendance certified by the shop-in-charge.
5. Contract employees have to work in A, B, C and G shifts if necessary.
6. Contract employees have to operate the machine carefully and have to clean the machine thoroughly at the end of each shift.
7. During machining the jobs, the scrap generated near each machine has to be removed and placed in the bins provided near the machines by contractor employees.
8. Safety: All safety related aspects are to be taken care by contractor only
9. Contractor has to follow the latest rules of the minimum wages as prescribed contract labour ACT.
10. Canteen facility will be provided on Par with Non – executives of MIDHANI.
11. Contractor has to provide safety shoes, uniform and other safety gadgets.

**PRICE BID FORMAT**

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 Rs.
a.	Basic	Rs. 637.00
b.	V D A	Rs. 16.00
c.	EPF @ 12% on (a) + (b)	Rs. 78.36
d.	ESI @ 4.75% on (a) + (b)	Rs. 31.02
e.	PF Admin. Charges @ 1.61% on (a) + (b)	Rs. 8.88
f.	TOTAL	Rs. 771.26
g.	(i) Statutory Payment per day: Bonus/ex-gratia *	Rs.
	(ii) Holiday wage (Sl.No. a+b+c+d+e)	Rs. 771.26
	(iii) Leave with wages **	Rs. 653.00
h.	<b>Profit/Service Charges</b>	

- Subject to applicability as per payment of Bonus act 1965.

\*\* Explanation for Leave with wages – (giii)

\*\*\* EPF are not paid on Overtime (OT)

- 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 shall form part of wages for the month and hence attract PF & ESI @13.61% & 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 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 born by the tenderer on the gross wage bill including Service Tax.
3. Profit t/Service charges as quoted by the Tenderer under Para 2 at item (h) above in the table : Rs.                      Rupees in words : .....

Note:

- A) The profit/service charges component rate/amount quoted by the Tenderer per man-shift at Sl. No. (g) 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".
- B) 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 toto 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 TENDER WITH STAMP

A] CHECK LIST – Tender No. MDNL/AP/050/OT/040/2017-18

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	Agreed to MIDHANI standard payment terms			
4	EMD amount of Rs. 26,250/- has to be sub mitted <b>on line only</b> as per Clause No. 14 of General Directions & Terms and conditions as per Annexure-IV.			
5	Enclosed solvency certificate of value <b>Rs 6,00,000/-</b> minimum from your Banker. The date of certificate should not be older than 06 months.			
6	Enclosed Techno-commercial bid & Price bid in a separate sealed cover <b>(Applicable for Two Part Bid)</b>			
7	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
<b>8</b>	<b>List Applicable Taxes clearly</b>			
<b>9</b>	Cost of Tender documents : Rs <b>1000/-</b> non-refundable to be submitted along with Techno Commercial Bid			

Date :

Signature of Tenderer

**B] Contractor Details**

1. Name and address of the Tenderer :

2. Name of the Authorized person with designation.

Office Telephone :

Residence Telephone :

Cell / Mobile No. :

Valid / Official E-mail ID :

FAX No.

3. Are you License Holder under contract Labour (R&A) :

Act 1970 and 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 :  
(Indicate 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. :

e) Service Tax Code No. :

6) Are the rates quoted in commercial bid / price bid :

Comply with the minimum wages as per latest notifications Issued by O/o Regional Labour commissioner (Central) Hyderabad

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


**GENERAL DIRECTIONS & TERMS AND CONDITIONS TO TENDER ENQUIRY WITH DECLARATION**

**DEFINITION**

- 1.1 'MIDHANI' means Mishra Dhatu Nigam Limited, Hyderabad and it's successors in office and In-charge of the division
- 1.2 '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.
- 1.3 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.
- 1.4 'CONTRACTOR' means the successful tenderer to whom the work is awarded.

**TERMS & CONDITIONS OF TENDER:**

1. 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.
2. Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected.
3. Firmness of price: The quoted prices should be firm during the tenure of Contract / Purchase Order.
4. 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.
5. 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.
6. The detailed scope of work / supply is given at Annexure-I.
7. The required information about tenderer and other details are to be furnished as per Annexure-II.
8. 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.
9. 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.
10. 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.
11. Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.



## **12.0 PAYMENT TERMS:**

12.1 payment will be made on pro rata basis / RA Bills / monthly basis on submission of bills duly certified by Indentor within 30 days subject to compliance of clause no. 17.0 and other Terms & Conditions herein.

12.2 The Contractor shall attach supporting 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.

12.3 Contractor shall submit supporting documents with respect to wage register, attendance register duly certified by indenter etc. along with each bill.

**12.4 For late remittance of ESI, PF or both, penalty will be imposed by deducting 5% of bill amount, from the corresponding bill or Security Deposit OR from any amount payable to contractor and the same shall be returned on submission of notices served by concerned authority and the payments made by the Contractor thereof along with documentary evidence for the amounts so paid by contractor.**

## **13.0 EXECUTION OF WORK:**

13.1 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.

13.2 The work is to be carried out with due diligence and all work executed is to be done in a professional manner. The material used, to be of the best of the several kinds procurable and the quality of work or material shall be of good quality as these materials cater to Defence requirement of the country.

13.3 The contractor shall engage workmen competent to perform the allotted work.

## **14.0 EMD PAYMENT:**

All Indian Bidders are requested to submit the EMD online through the below link:

<http://ebs.in/midhani/public/> or MIDHANI website: [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > TENDER FEE, EMD FEE (EARNEST MONEYU DPOSIT) AND SECURITY DEPOSIT – ONLINE PAYMENT.

All bidders shall submit an EMD amount of Rs. 60,000/-.

If EMD not found enclosed along with Techno-commercial bid, such offers are liable for rejection.

The EMD of unsuccessful tenderer will be returned after finalization of the tender.

**In case of EMD payment through on-line, MIDHANI Bank details are as follows:**

<b>Name of the firm</b>	:	<b>M/s. Mishra Dhatu Nigam Limited</b>
<b>PAN No.</b>	:	<b>AABCM6345A</b>
<b>Bank Name</b>	:	<b>HDFC Bank Limited</b>
<b>Branch Address</b>	:	<b>Lakdikapul Branch, Hyderabad</b>
<b>Account No.</b>	:	<b>00210330000440</b>
<b>FSC Code No.</b>	:	<b>HDFC0000021</b>
<b>MICR Code</b>	:	<b>500240002</b>
<b>SWIFT Code</b>	:	<b>HDFCINBBHYD</b>
<b>Type</b>	:	<b>Current account</b>

**Proof and details of online payment to be enclosed along with Techno Commercial Bid.**

## **15.0 DEDUCTIONS AND RECOVERIES:**

14.1 In the event of unsatisfactory work execution by the Contractor, recoveries will be made from the Contractor's bills or any other payments due to the contractor or Security Deposit or any payment that are due to the Contractor as assessed by In-charge of the work. Decision of **GENERAL MANAGER** of MIDHANI will be final in case of any dispute in this regard.

15.2 MIDHANI shall recover the actual expenditure incurred to make good the-

(a) Poor quality of work.

(b) Damage caused to the neighboring works, surrounding equipments.

(c) Damage caused by him and /or persons employed by him either during the course of work or otherwise.

(d) From any sums due or may become due from whatever source available in the event of contractor's failure / refusal to do so.

15.3 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.

15.4 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.

15.5 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.

15.6 The Contractor shall indemnify MIDHANI other consequential treatment cost incurred.

#### **16.0 COMPENSATION:**

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

#### **17.0 SECURITY:**

17.1 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.

17.2 The Contractor shall abide by the rules and regulations laid down by MIDHANI and other Security checks existing or may come in existence in future from time to time.

17.3 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.

17.4 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.

17.5 The Contractor shall employ his supervisors for effective supervision' of his workmen and for proper execution of the work schedules allotted at his cost.

#### **18.0 COMPLIANCE WITH ENACTMENTS :**

18.1 The Contractor shall comply with provisions of the following Acts / Rules in addition to those mentioned herein:

- i) The contractor shall comply with all the provisions of Contract Labour (Regulation & Abolition) Act 1970.
- ii) The Tenderer is required to comply with the statutory requirements in relation to ESI and PF for the persons engaged by him to fulfil the contractual obligations. For this purpose, the Tenderer should have the ESI & PF establishment codes. Contractor should possess license under the provisions of the contract labour (regulation & abolition) Act 1970 issued by Regional Labour Commissioner (Central) and the license should be valid for the term of the contract.
- iii) The provisions of minimum wages act 1948 and payment of wages act 1936 shall be applicable to the workers of the contractor engaged by him for execution of the order and shall pay as per the minimum wages notified by the appropriate Govt. in the official Gazette from time to time and amendment thereof.
- iv) Industrial Disputes Act, 1947.
- v) Employee compensation Act 2010 (VIII of 1923) or any other law for the time .being in force.
- vii) Provident Fund & Misc. provisions Act and Rules thereof.
- vii) ESI Act & Rules thereof.
- viii) Equal Remuneration Act etc..

- ix) The Contractor shall provide necessary Insurance Coverage for the Workmen / Staff employed by him.
- x) Any other relevant laws / rules
- xi) The contractor shall maintain all registers as per CL (R & A) Act, 1970 and rule made there under and produce the same for inspection as & when required by Midhani or Appropriate Statutory Authorities like labour department etc.
- xii) Any other labour legislation to be enacted from time to time.
- xiii) The Contractor shall be held responsible for all liabilities and damages caused on account of poor / negligent / improper workmanship of Jobs carried out.
- xv) Appropriate recoveries will be done in such cases. The decision of Shop In-charge will be final & binding
- xvi) Various rules and regulations of MIDHANI.

18.2 Social Security: It is mandatory to implement the social security benefit to the employees working under contractor. The contractor shall comply with the provisions of the ESI Act and EPF & MP act 1952 and get the code no. under Employees provident Fund from PF office and also ESI establishment code under ESI Act 1948.. The payment will be released only after submission of the code no. and a copy of the coverage intimation and subsequent payments will be released only on submission of challans copy in proof of remittance of provident fund for previous month and you have to furnish ESI establishment code under ESI Act, 1948.

18.3 The Contractor Labour (Regulation & Abolition) Act , 1970 or any amendment thereof and all legislations & Rules of the State or any Local Authority framed from time to time. The rules and other statutory obligations with regard to wages, welfare, safety measures etc., will be deemed to be part of the Contract.

#### 19.0 SECURITY DEPOSIT:

**The successful tenderer shall furnish to MIDHANI 10% of contract value by way of Bank guarantee / are online through the below link:**

<http://ebs.in/midhani/public/> or MIDHANI website: [www.midhani.com](http://www.midhani.com) > Purchase > Tenders > SECURITY DEPOSIT – ONLINE PAYMENT.

**If, the SECURITY DEPOSIT payment through on-line, MIDHANI Bank details are as follows:**

<b>Name of the firm</b>	:	<b>M/s. Mishra Dhatu Nigam Limited</b>
<b>PAN No.</b>	:	<b>AABCM6345A</b>
<b>Bank Name</b>	:	<b>HDFC Bank Limited</b>
<b>Branch Address</b>	:	<b>Lakdikapul Branch, Hyderabad</b>
<b>Account No.</b>	:	<b>00210330000440</b>
<b>FSC Code No.</b>	:	<b>HDFC0000021</b>
<b>MICR Code</b>	:	<b>500240002</b>
<b>SWIFT Code</b>	:	<b>HDFCINBBHYD</b>
<b>Type</b>	:	<b>Current account</b>

**Security Deposit submitted by you 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.**

#### 20.0. SAFETY:

20.1 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.

20.2 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.,

20.3 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.

#### 21.0 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.

## **22.0 LIQUIDATED DAMAGES:**

22.1 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) 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.

22.2 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.

22.3 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.

## **23.0 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 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.

## **24.0 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 it's 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 appointed by C & M D of 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. Seat shall be India Language shall be in English and venue of Arbitration shall be HYDERABAD. .

### **DECLARATION BY THE TENDERER**

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

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

Date :

Signature of Tenderer with Seal.

## Envelope No.1

"TECHNO – COMMERCIAL BID, EMD DETAILS and Other documents "

Tender NO. MDNL/AP/ 050/OT/ 040 /2017-18 Date : 18.05.2017  
 Due Date : 06.06.2017 at 10.30 hrs. Opening Date : 06.06.2016 at 10.35 hours

To

ADDL. GENERAL MANAGER (I/c PURCHASE & STORES)  
 MISHRA DHATU NIGAM LIMITED,  
 PO: KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER:

## Envelope No.2

"COMMERCIAL / PRICE BID"

Tender NO. MDNL/AP/ 050/OT/ 040 /2017-18 Date : 18.05.2017  
 Due Date : 06.06.2017 at 10.30 hrs. Opening Date : 06.06.2016 at 10.35 hours

To

ADDIL. GENERAL MANAGER (I/c PURCHASE & STORES)  
 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, EMD & other documents  
 2. COMMERCIAL / PRICE BID.

Tender NO. MDNL/AP/ 050/OT/ 040 /2017-18 Date : 18.05.2017  
 Due Date : 06.06.2017 at 10.30 hrs. Opening Date : 06.06.2016 at 10.35 hours

To

ADDL. GENERAL MANAGER (I/c PURCHASE & STORES)  
 MISHRA DHATU NIGAM LIMITED,  
 PO: KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER: