


By OPEN TENDER / WEB SITE

 <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O. : Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184578/4262 Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : MDNL / AP / 10 / OT / 138 / 2017-18 Date : 31.08.2017 CLOSING DATE : 19.09.2017 TIME : 10.30 Hours OPENING DATE : 19.09.2017 Time: 11.00 Hours</p> <p align="center">(TECHNO COMMERCIAL BID) Two Part Bid</p>
	<p>Your offer should contain the following information:</p> <ol style="list-style-type: none"> 1. Unit Rate and Terms of Price. 2. Validity Period of the offer. 3. Quantity/Trade discount, if any. 4. Delivery Schedules. 5. Mode of Dispatch. 6. Terms of Payment. 7. Taxes applicable with rate/percentage 8. Any other Govt. levies like excise, octroi applicable with rate/percentage.

Dear Sirs,

You are requested to send your offer in duplicate for the following items, as per the Terms & Conditions mentioned herein and also in the Annexure, in a sealed envelope subscribed with Invitation to Tender No. and due date:

Material / Work Description & Specifications	Estimated Requirement	Delivery Required
	Quantity / Unit	
<p>Job work for Assisting on various equipment in Titanium Shop & at VAR-III Furnace</p> <ul style="list-style-type: none"> • Scope of Work : As per Annexure-I • Check list and Contractor Details : As per Annexure-II • General Directions & Terms & Conditions : As per Annexure-III • Please submit your offer in Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-IV. <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. 1,00,000/- by Online Payment as per Annexure-III, Clause No: 17 to be submitted along with your Technical Bid & Price Bid in a sealed cover.</p>	1000 HEATS	OCT - 2017

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably subscribed with Enquiry No. & Due Date.
3. E S I code is mandatory while submitted the offer, PF code also to be submitted. If supporting documents are not enclosed offer is liable to be rejected
4. Solvency Certificate as indicated in Check-list may please be submitted along with Techno Commercial bid only.
5. The payment will be made on monthly basis for the works carried out based on the certification of indentor on submission of bills
6. Validity of the offers shall be 90 days from the date of opening of Techno-Commercial Bid.
7. Techno Commercial Bid will be opened on date & time indicated above in the presence of tenderers who choose to be present along with authorization letter. Price Bids of acceptable tenderers will be opened at a later date.
8. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
9. PLEASE MENTION YOUR VALID E-MAIL ID.
10. Tender document fees of **Rs. 1000/-** by way of ONLINE PAYMENT, 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 Rama Krishna (Manager) ph: 040-24184494 & for Commercial queries please contact Sri B.Bharat Kumar (Dy. Manager) Mail ID : bbharatku03@midhani.com.**

SCOPE OF WORK

1.0 Scope of Job Work:-

The contractor shall execute the following activities and assist in production on all the equipments in titanium shop and in VAR III at melt shop III. The contractor shall employ qualified technical and competent personal with the knowledge of welding, and fitter jobs to assist the operators on the equipment. .

1.1 Name of the Equipments and furnaces

- 1.1.1 Chip breaking unit
- 1.1.2 Degreasing
- 1.1.3 Visual inspection unit
- 1.1.4 3000 tons compacting press
- 1.1.5 Plasma welding unit
- 1.1.6 Vacuum Arc remelting furnace I, III & IV
- 1.1.7 Vacuum annealing furnace (VAF)
- 1.1.8 Skull melting furnace
- 1.1.9 Vacuum Arc Remelting Furnace (DMRL)
- 1.1.10 Lathe Operation (*Qualified turners to be provided for operation*) .

1.2 Assistance in production areas:-

1.2.1 3000 Ton compacting press

- Chip breaking of turnings & degreasing them for scrap recycling
- Visual inspection of titanium sponge
- Shall assist in weighing in raw materials
- Shall assist in compacting
- Shall assist in loading of compacts in jig
- Cleaning the jig and press area
- Shifting of all waste drums, lids and wooden pallets to disposal yard.
- Shifting of all waste materials to waste disposal yard
- Assisting in Maintenance work
- Any other activity related to this area of work

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyd- 58 : TELANGANA

1.2.2 Plasma welding unit:

- Cleaning of plasma welding unit chamber inside and outside.
- Cleaning of Jigs
- Filling of vacuum oil in the pumps
- Removing of torch outside in case of any puncture and fixing it back
- Stripping of electrode from the Jig
- Wire brushing of welds of titanium electrode
- Any other activity related to this area of work

1.2.3 Vacuum Arc Remelting Furnaces I, III, IV & VAR (DMRL) Furnace

- Degreasing of turnings for arc striking
- Cleaning of crucibles for melting
- Cleaning of crucibles, crucible stand and crucible cleaning pit
- Cleaning of VAR furnaces Pit & cellar
- Filling of vacuum oil in pumps
- Assembling of crucible
- Assisting In preparation for melting in VAR furnaces I, III, IV & VAR(DMRL)
- Cleaning of furnaces and lock valve
- Steel stub grinding before stub welding
- Steel stub welding to electrode and stub gouging
- Titanium primary & Secondary electrodes wire brushing and top skull gas cutting
- Titanium stub gas cutting. If required steel ingot sample gouging.
- Any other activity related to this area of work

1.2.4 Vacuum Annealing furnace:

- Cleaning of sheets fixture and job
- Assisting in loading of the job in the furnace
- Filling of vacuum oil in pumps
- Cleaning of VAF furnace area
- Assisting in pot transferring to cooling station and removing the job from the pot.
- Arranging Argon cylinders
- Any other activity related to this area of work.

1.2.5 Skull melting furnace:

- Degreasing of turnings for arc striking
- Filling of vacuum oil in pumps
- Assisting In preparation for melting and pouring
- Cleaning of furnace inside, mould chamber
- Steel stub grinding before stub welding
- Cleaning of skull melting furnace area
- Fettling of the castings
- Any other activity related to this area

1.2.6 Safop Lathe & Beco Lathe:

- *Qualified (ITI) turners (2 nos) shall be provided for operation .*
- Skin Turning of Titanium Ingots
- Skin Turnings of Super Alloys
- Machining of semi finished/forged steel products
- Machining of semi finished / forged Titanium products
- Cleaning of Lathe area
- Cleaning & collection of turnings/chips after machining with proper identification into drums and seal the drums.
- Shifting the turnings/chips drums to chip breaking area
- Shifting of all waste materials to waste disposal yard
- Removable of waste material & scrap and complete housekeeping of Shop Floor and Furnace area.
- Assisting in Maintenance work
- Any other activity related to this area of work

1.3 DESCRIPTION:

1.3.1 To carry out the above jobs the contractor shall supply manpower during three shift operation on all working days of MIDHANI.

1.3.2 On Holidays / Sundays depending on the work the contractor has to provide persons for assisting on the operating machines.

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyd- 58 : TELANGANA

- 1.3.3 Intimation will be given at least one day in advance for the works planned on Sundays /Holidays.
- 1.3.4 In case of any change in the production plan/ equipment break down etc. the contractor will be intimated to supply people according to the reduced requirement, and the contractor shall supply manpower only as per the instructions.
- 1.3.5 The contractor shall arrange qualified and experienced labor as indicated in the scope of work. They shall carry out the job work during the shift timings of MIDHANI.
- 1.3.6 The contractor shall engage a supervisor to supervise and manage their worker at the cost of the contractor.
- 1.3.7 The supervisor shall report the officer in charge of titanium shop who will give the priority of work for the day in the beginning of the shift and get instructions from in-charge to execute the jobs.

1.4 Service Quality performance:

- 1.4.1 It is estimated that about 12 (twelve) skilled, 6(Six) semi skilled persons and 2 (Two) lathe operators, having ITI (Turner) qualification and who has experience in operating heavy duty lathes are required to carry out the jobs mentioned in the scope of work (as per the table No:1).
- 1.4.2 However if job demands more man power which is decided by shop in charge, and additional man power shall be provided to complete the job @ Rs. 600.00 per man shift.
- 1.4.3 In case sufficient man power is not supplied, which contributed to loss of production, then deduction shall be made @ RS.700 per man shift.
- 1.4.4 Payment shall be made subject to satisfactory performance & at the discretion of MIDHANI.
- 1.4.5 The contractor shall arrange technically competent personnel having SSC / ITI qualification for skilled man power , indicated in the scope of work to carry out the work during the shift timings of MIDHANI .
- 1.4.6 Contractor on the advice of In- Charge Titanium shop shall immediately remove any person employed by him, who may in the opinion of the In - Charge is incompetent or misconducts himself and such persons shall not be employed on works without permission of the General Manager(OP & SP).

1.5 payments:

- 1.5.1 The total no of heats in VAR I, III & IV shall be considered for payment.
- 1.5.2 Payment shall be made on monthly basis. It shall be made after completion of the month and after submission of the bills for the same duly certified by the Shift - In-Charge. The attendance of the worker shall be recorded.
- 1.5.3 In case satisfactory job work is not carried out, a deduction will be made proportionately as decided by the General Manager(OP&SP). Rejected Heats and Terminated Heats shall not be considered for payments.
- 1.5.4 The decision of the In charge GM(OP&SP) will be final & binding.
- 1.5.5 The contract is for 1000 Heats and is valid for a period of 24 months only (whichever is later). After successful completion of the term, MIDHANI may extend the contract for one more term without any change in terms and conditions of the contract.
- 1.5.6 In case of extending the contract , the contractor has to execute the works , with the same terms& conditions for one more Term , subject to satisfactory performance and at the discretion of MIDHANI.
- 1.5.7 MIDHANI reserves the right to cancel the order at any time by giving 3-4months notice without assigning any reason.

1.6 SAFETY:

- 1.6.1 The contractor shall ensure complete adherence of safety norms for their personnel during their work in MIDHANI. Midhani shall be indemnified from any eventualities arising out of unsafe working practices concerning their workers.
- 1.6.2 All safety precautions to be adhered while carrying out the job work. Safety of the contractor's workers will be the responsibility of the contractor. The contractor shall provide Safety gadgets such as helmets, hand gloves, safety goggles, cotton dress, shoes, masks etc.
- 1.6.3 The contractor shall maintain accidents / incidents register
- 1.6.4 The contractor shall provide cotton dress and Personnel Protective Equipment (PPE) to all his persons and ensure they are used while working.

1.7 COMPENSATION:

1.7.1 The Contractor shall 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 ,then MIDHANI shall recover such amount from his running bills. If it is not sufficient , the amount shall be recovered from SD and if still the amount is not sufficient , then the contractor shall arrange to pay the same to MIDHANI forthwith . Otherwise MIDHANI is empowered to initiate appropriate action including legal action to recover the loss in the event of the Contractor's failure to pay within the stipulated time limit as demanded.

1.7.2 The contractor shall indemnify MIDHANI from all liability what so ever under the employee's Compensation act in respect of any injury suffered by the employees of the contractor or expenses on the treatment including hospitalization or even which may result in the death of his employee and also on account of poor workmanship of jobs carried out. 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 GM (OP&SP) or 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.

1.8 COMPLIANCE OF ENACTMENTS:

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

- 1.8.1 The contractor shall ensure compliance of contractual obligations enclosed in MIDHANI Contract Policy.
- 1.8.2 The contractor and their employees shall observe all the laws / enactments, rules and regulations of MIDHANI and the statutory and legal requirement of central and state government.
- 1.8.3 The Contractor has to pay his work-men as per minimum wages act 1948 and payment of wages act 1936 & amendments thereof and the rules made under , Industrial dispute act , Provident fund Act , ESI Act , equal remuneration act etc.
- 1.8.4 The contractor shall comply with the Contract labour (Regulation and Abolition) Act or any amendment thereof and all legislation and rules of the state or other authority framed from time to time.
- 1.8.5 The contractor shall provide necessary insurance cover for the workers / staff employed by him.
- 1.8.6 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 shall not be responsible for any loss/ damage to the persons arising out of accident for performing the contractual obligations.
- 1.8.7 The Contractor shall be held responsible for all Liabilities and damages caused on account of poor / negligent / improper workmanship of jobs carried out .Appropriate recoveries shall be done in such cases . The decision of the In-charge ^{GM(OP & SP)} will be final & binding.
- 1.8.8 EPF, ESI etc., to be provided to the workers engaged for job work, by the contractor only.

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyd-58 : TELANGANA

1.8.9 The contractor shall arrange for police verification certificate in respect of antecedents of their workers after receipt of our order.

1.8.10 Security Deposit shall be made as per Commercial Terms & Conditions of MIDHANI.

2.0 House Keeping

2.1 Titanium & its alloy production shop shall be kept dust free environment as its products are being used in critical application. Hence, complete housekeeping of shop floor/ work place on daily basis shall be carried out. If need, contractor shall arrange separate crew to clean the shop floor & equipment.

The above scope of work is illustrative in nature & not exhaustive, and from time to time, support services may be altered based on shift requirement.

Table No:1

Sl. No	Trade/Area	Minimum Nos. of persons			
		A Shift	B Shift	C Shift	Total / Day
1	Lathe operator-skilled	1	1		2
2	VAR I-skilled	1	1	1	3
3	VAR III & IV-skilled	2	2	2	6
4	VAR I-Semi skilled	1	1	1	3
5	VAR III & IV-Semi skilled	1	1	1	3
6	Compacting press-Skilled	1	1	1	3
Total /Day		7	7	6	20

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. GST registration PAN No. (Firm/Organization)			
4	Agreed to MIDHANI standard payment terms			
5	Enclosed ONLINE PAYMENT towards EMD submitted for Rs. 1,00,000/-			
6	Enclosed solvency certificate of value Rs 25,00,000/- minimum from your Banker. The date of certificate should <u>not be older than 06 months.</u>			
7	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
8	List Applicable Taxes clearly			
9	Cost of Tender Documents :Rs 1000/- Non-refundable to be submitted along with Techno Commercial Bid			
10	Enclose Techno-Commercial Bid & Price Bid in a Separate sealed cover (Applicable for Two part Bid)			

Date :

Signature of Tenderer

B).CONTRACTOR DETAILS

Name & Address of the tenderer:

1. Name of the authorized person with designation:

Office telephone :
Residence telephone :
Cell / Mobile no :
Valid / Official Email ID :
Fax no :

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

3. If so furnish details of the license No:

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

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

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

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

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

7. 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 TO TENDER

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 parallely with other sub-contractors for the same job.
 7. The detailed scope of work / supply is given at Annexure.
 8. The required information about tenderer and other details are to be furnished as per Annexures.
 9. Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
 10. The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the labour employed by him under this contract.
 11. Rejections: The order has to be executed as per scope of work. In case any material is rejected due to faulty workmanship, the cost of material as determined by MIDHANI would be recovered from the contractor. The contractor shall engage his own supervisor to supervise the work of his workmen during all the working periods.
 12. Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.

13. PAYMENT TERMS:

- a. Full payment will be made within 30 days after submission of certified bill for the job completed for each month, subject to compliance of clause no. 20.0 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 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.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 > Purchase > Tenders > TENDER FEE, EMD FEE (EARNEST MONEY DEPOSIT) AND SECURITY DEPOSIT – ONLINE PAYMENT.

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.

18.SECURITY DEPOSIT:

The successful tenderer shall furnish to Midhani 10% of contract value through Online Payment as per Clause-17 of Annexure-III 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

19.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.

20.COMPLIANCE WITH ENACTMENTS :

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.

- vi. Provident Fund & Misc. provisions Act and Rules thereof, 2010..
 - vii. ESI Act & Rules thereof.& Equal Remuneration Act etc..
 - viii. The Contractor shall provide necessary Insurance Coverage for the Workmen / Staff employed by him.
 - ix. Any other relevant laws / rules,
 - x. The contractor shall maintain all registers as per CL (R & A) Act, 1970 and rule made there under and produces the same for inspection as & when required by Midhani or Appropriate Statutory Authorities like labour department etc.
 - xi. Any other labour legislation to be enacted from time to time.
 - xii. The Contractor shall be held responsible for all liabilities and damages caused on account of poor / negligent / improper workmanship of Jobs carried out.
 - xiii. Appropriate recoveries will be done in such cases. The decision of Shop In-charge will be final & binding
 - xiv. Various rules and regulations of MIDHANI.
- b. 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. 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 and 12A monthly return copy in proof of remittance of provident fund for previous month and you have to furnish ESI establishment code under ESI Act, 1948.
- c. 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.

21.SAFETY:

- a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.
- b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,
- c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

22.LIQUIDATED DAMAGES:

- a. The time for completion of the work as specified shall be strictly observed by the Contractor. If the Contractor fails to comply with the time schedule, he shall be liable to pay liquidated damages @ 1% (one percent) for weeks or part thereof up to a maximum of 10% (Ten percent) of the Contract amount. The decision of Midhani on this behalf shall be final and binding on the contractor.
- b. Failure on the part. of the Contractor to carryout the assigned jobs by deploying his workmen in time, Midhani, apart from levying liquidated damages, is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the contractor and shall recover such expenditure incurred by it from the Contractors bills / security deposits.
- c. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Contractor shall pay the different amount on demand.

23.PENALTY:

In case of non-performance or delay in the performance, the Contractor is liable for penalty the quantum of which would be decided by the of **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 difference/dispute arising under this Tender / Contract, such disputes/differences shall be referred by either Party for Arbitration to the sole Arbitrator, to be nominated by the Chairman and Managing Director, MIDHANI, whose decision shall be final, conclusive and binding on both the Parties. To all such proceedings the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The Language shall be English. The seat of Arbitrator shall be India and venue shall be Hyderabad. The governing laws shall be laws of India.

The contract and all the questions, disputes or differences arising under or in connection with this contract, subject of Arbitration clause, shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

DECLARATION BY THE TENDERER

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

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

Date :

Signature of Tenderer with Seal.

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender NO. MDNL/AP/ 10/OT/ 138 /2017-18 Date : 31.08.2017
Due Date: 19.09.2017 at 10.30 hrs.
Opening Date : 19.09.2017 at 11.00 hrs

To
Additional General Manager (In-charge Purchase)
Corporate Office
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.

NAME OF THE TENDERER:

Envelope No.2

"COMMERCIAL / PRICE BID"

Tender NO. MDNL/AP/ 10/OT/ 138 /2017-18 Date : 31.08.2017
Due Date : 19.09.2017 at 10.30 hrs.
Opening Date : 19.09.2017 at 11.00 hrs

To
Additional General Manager (In-charge Purchase)
Corporate Office
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.

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/ 10/OT/ 138 /2017-18 Date : 31.08.2017
Due Date : 19.09.2017 at 10.30 hrs.
Opening Date : 19.09.2017 at 11.00 hrs

To
Additional General Manager (In-charge Purchase)
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NAME OF THE TENDERER: