



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

Part-I (TECHNICAL BID)

**Excavation of Hard Soil / Rock in Wide Plate
Mill, MIDHANI,
KANCHANBAGH, HYDERABAD - 58.**

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad

Tender Notice No: MDN/PUR/AP58/EADVVT/120/17-18

Date: 10-08-2017

Sealed two part tender is invited on behalf of Mishra Dhatu Nigam Ltd Hyderabad, (MIDHANI) for the work of “Excavation of Hard Soil / Rock in Wide Plate Mill, MIDHANI, KANCHANBAGH, HYDERABAD-58.

Particulars of the tender are:

Estimate cost	: Rs. 1,24,48,000.00
Earnest money deposit	: Rs. 3,11,200.00
Contract Period	: 75 days for Module-I & 45 days for Module-II from the date of handover of site.
Tender fee	: Rs 1000/-.

The tender document can be obtained from <http://eprocuemidhani.nic.in> Mishra Dhatu Nigam Limited, Kanchanbagh, Hyderabad on any working day from 10-08-2017 to 31-08-2017. Tenders will be received up to 10.30 hrs on 31-08-2017 and part-1 (Technical Bid) will be opened on the next day(01/09/17) at 11.00 hrs. & price bid will be opened later. Tender documents are also available at our website www.midhani.com. Interested parties may download the documents and participate in the tender. Along with the Tender Enquiry for the above work you are requested to furnish your offer through online <http://eprocuemidhani.nic.in> before last date of submission, along with Tender Fee Rs. 1000/- , online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com> purchase > Tenders > Tender fee,—ONLINE PAYMENT. Competent Authority of “MIDHANI” reserves the rights to reject any or all tenders without assigning any reasons thereof.

Addl. General Manager (I/C Purchase)
Mishra Dhatu Nigam Ltd., Hyderabad.

Section-1

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad.

Tender Notice No: MDN/PUR/AP58/EADVT/120/17-18

Date: 10-08-2017

Two part tender is invited on behalf of Mishra Dhatu Nigam Ltd.,
Hyderabad, (MIDHANI) for the work of "Excavation of Hard Soil / Rock in Wide
Plate Mill, **MIDHANI**, KANCHANBAGH, HYDERABAD-58.

To be submitted by 10.30 hrs on 31-08-2017

Part-1 (Technical Bid) will be opened at 11.00 hrs on 01-09-2017 in the through
eproc Addl. General Manager (I/C Purchase), 2nd Floor, corporate office, Mishra
Dhatu Nigam Ltd., Hyderabad.

Signature of the Office issuing the document

Name& designation

Date:

*Fill the name of the Contractor.

**Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad.**

Tender Notice No: MDN/PUR/AP58/EADVT/120/17-18**Date:- 10-08-2017**

Two part tender is invited on behalf of Mishra Dhatu Nigam Ltd., Hyderabad, (MIDHANI) for the work of “**Excavation of Hard Soil / Rock in Wide Plate Mill, MIDHANI, KANCHANBAGH, HYDERABAD-58**

from reputed contractors who are qualified, proven having similar experience.

Note : MIDHANI reserves the right to split the tender in to two module viz Module-I & Module-II as per the lowest quotations. No compensation to the contractor for reduction in scope of work.

1. The estimated cost of work is Rs. 1,24,48,000.00. However, this estimated cost is only indicative & serves as rough guide to the tender.
2. Contract period –**75 days for Module-I & 45 days for Module-II EACH MODULE** from the date of hand over of site.
3. Chairman & Managing Director, MIDHANI shall be the accepting authority of this Contract.
4. **Eligibility Criteria:**

The Pre-qualification requirements for the works are as under:

- a) Constitution and legal Status.
- b) Registration with MIDHANI/ CPWD/MES, other state/central govt. PSU's or MNC's or reputed Private Organizations if any.
- c) Copy of PAN/GIR no. Registration issued by Income Tax Authority.
- d) GST registration number.
- e) Earnest Money Deposit (EMD) Rs. 3,11,200.00 online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > EMD fee (Earnest Money Deposit)–ONLINE PAYMENT. The tenders without EMD/tender fee amount will be rejected; request for adjustment from pending bill will not be entertained. Please confirm whether you are MSME Unit or MSME Unit owned by SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines. BG shall be valid for a period of 90 days. Please confirm whether you are MSME Unit or MSME Unit owned by

SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines

- f) g) Tender document fee: The cost Rs. 1000/- is to be submitted in the form of online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit – ONLINE PAYMENT.
- g) Latest Bankers Solvency Certificate for Rs 25.00 lakhs from Nationalized / Schedule Bank issued not earlier than 12 months from the date of this NIT.
- h) Details of works carried out during the last 7 years in any Government/ Public Sector Unit/ Large Private Organizations with Certificate.
- i) Income Tax Returns for past Three years.
- j) Experience of having successfully completed similar works during last 7 years from the date of tender notice should be either of the following:
- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated value mentioned in the tender notice / Or
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated value mentioned in the tender notice / Or
 - iii) One similar completed works each costing not less than the amount equal to 80% of the estimated value mentioned in the tender notice.
- l) The tender application and related documents will be assessed to demonstrate convincingly that the applicant possesses the required experience, together with the technical, administrative and financial capability to perform the Contract and has good performance record in the relevant area. Applicants will not be considered if they have a poor performance record such as: abandoning of works; not properly completing /defaulting contracts, inordinate delays in completing contracts; litigation history, financial failure, etc. Midhani reserves the right to approach its previous clients for the purpose of this Contract.
- m) The successful bidders shall submit PF/ESI number before commencement of the work and shall fulfill all the requirements as per PF/ESI acts.

- n) The contractor shall be liable for any loss caused to MIDHANI due to financial or any other irregularities committed by self or the employee/ labour working under their contract.
5. The tender document will be available online from 10-08-2017 to 31-08-2017 10.30 hrs. on payment of Rs 1000/- towards tender fee.
6. The tenders shall be submitted online only.
7. **Technical Bid (Online)** will contain mainly:
- a. Credentials of contractor (as specified in the above clause –4(a)-eligibility criteria) along with “Technical bid”.
 - k) EMD of Rs.3,11,200.00 online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > EMD fee (Earnest Money Deposit)–ONLINE PAYMENT. The tenders without EMD/tender fee amount will be rejected; request for adjustment from pending bill will not be entertained. Please confirm whether you are MSME Unit or MSME Unit owned by SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines. BG shall be valid for a period of 90 days. The scanned copy of EMD either Bank Guarantee towards EMD shall be uploaded in the website alongwith the Techno-Commercial Bid and the same shall be kept in an envelope superscribing. “Excavation of Hard Soil / Rock in Wide Plate Mill e-Tender” mentioning details of Tender No. & Date of opening and the same shall be submitted to AGM (Purchase), MIDHANI, P. O. Kancharbagh, Hyderabad – 500058 before the due date and time. Please confirm whether you are MSME Unit or MSME Unit owned by SC/ST Entrepreneur. If yes, please submit latest valid documentary proof for extending benefits as per government guidelines.
 - b. Latest Original Bank solvency (not older than one year from the date of this NIT) worth Rs. 25.00 Lakhs from any Nationalized/ Scheduled Bank shall be enclosed. (Also period of validity to be mentioned for one year).
 - c. Details as indicated in enclosed technical bid format.
 - d. Details of credentials of prospective tie up, sub- contractors along with proof.
 - e. Any other additional information, which is thought to be necessary by the tenderer.
 - f. MIDHANI employee sons/ daughter /near relatives are not to participate in tender.
8. **“Price Bid” (Online)**: The tenderer shall indicate his offer in item rate BOQ format and the bidder shall quote for all the tendered items .
9. **The TECHNICAL BID** will be opened at 11.00 hrs on 01-09-2017. PRICE BID of the eligible and qualified in technical bid only will be opened at a later stage for which the date and time will be intimated to them.

10. The tenderers, at his own cost are advised to inspect and survey the site and its surroundings, specifications & drawings etc and satisfy themselves before submitting their tender. As to the form and nature of the site, means of access to the site, accommodation that may be required etc. In general, tenderer shall themselves obtain all necessary information as to risk contingencies and other circumstances which may influence or affect their tender. The tenderer shall be deemed to have full knowledge of the site, specifications & drawings etc, whether he inspects it or not and no extra claims due to any misunderstandings or otherwise shall be allowed.
11. Submission of a tender by a tenderer implies that he has read this notice and all other contract document and has made himself aware of the scope and specifications for the work to be done and conditions of MIDHANI and local conditions and other factors bearing on execution of the work. No extra claim will be entertained on account of misunderstandings or what so ever.
12. This is an item rate contract and the amount shall be quoted in figures as well as in words for executing works indicated in scope of work, salient features mentioned elsewhere in tender.
13. The item wise payment of the work will be made as indicated elsewhere in this document, quantities in BOQ are indicative; however payment will be made as per actual work done at site based on the joint measurements.
14. On acceptance of tender, the earnest money will be treated as Security Deposit.
15. The tenderer shall submit the tender, who satisfies each and every condition laid down in the tender document, failing which; the tender is liable to be rejected.
16. MIDHANI reserve to the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.
17. The rate quoted shall be inclusive of all the levies/taxes. GST tax or any other tax and duties prevailing at the time of submission of tender in respect of this contract shall be borne by the contractor. MIDHANI will not entertain any claim whatever in this respect.

18. The tender submitted shall remain valid for a period of 90 days from the date of opening of the tender. The tenderer shall not be entitled, during the said period of validity, to revoke or cancel his tender or vary the tender given or any item/conditions thereof, failing which the earnest money paid by the tenderer along with the tender shall be forfeited by MIDHANI.
19. The bidder shall bear all costs associated with preparation and submission of his Bid, and MIDHANI will in no case be responsible or liable for those costs.
20. All documents relating to the Bid shall be in the English language
21. MIDHANI does not bind itself to accept the lowest or any tender or to give any reasons for their decision and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MIDHANI's action. This notice inviting tender shall form the part of the contract document.
22. The tenderer shall attend pre-bid meeting on **19-08-2017** at 11.00am at Purchase Department.

Pre-bid meeting

- a) The Bidder or his officially authorized representative is invited to attend a pre-bid meeting **on 19-08-2017**, which will take place at Purchase Dept.
- b) The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- c) The Bidder is requested to submit their questions / queries / clarifications in writing by email / fax/ post to reach MIDHANI not later than one week before the meeting.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by MIDHANI exclusively through the issue of an Addendum only and not through the minutes of the pre-bid meeting.
- e) All bidders are advised to attend the pre bid meeting in their own interest failing which, it is deemed that they have understood all the terms & conditions & complete tender. No further queries will likely be entertained after the pre bid meeting.

23. Amendment of Bid Documents

- 23.1 Before the deadline for submission of bids, MIDHANI may modify the bidding documents by issuing addenda.
- 23.2 Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing by email / fax/post to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to MIDHANI.
- 23.3 All the bidders must check the web site of MIDHANI for any changes/addendums before the date of submission of the tender. No excuse will be entertained in this regard. Thereafter no extra claim will be entertained on account of misunderstandings or what so ever.**
- 23.4 To give prospective Bidders reasonable time to take an addendum into account in preparing their bids, MIDHANI may extend the date for submission of bids, if necessary.

24. Language of the Bid

- 24.1 All documents relating to the bid shall be in the English language.

P.S:- This notice inviting tender shall form the part of the contract document.

**For and on behalf of
Mishra Dhatu Nigam Limited**

**(T.RAGHURAM)
Addl. General Manager (I/C Purchase)**

**FORMS OF BID AND QUALIFICATION INFORMATION
CONTRACTOR'S BID
SUB: BID for the Work _____**

To:

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Earnest Money amounting to Rs (in figures) (in words) in accordance with the NIT is enclosed herewith (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that MIDHANI is not bound to accept the lowest or any Bid receive.

We hereby confirm that this Bid complies with the Bid validity. We also confirm that E.M.D. and other required documentary evidences related to this part of the Bid are enclosed (As listed below) herewith either in original/ copies attested by Gazetted Officer/ copies duly authenticated by us with signature and seal along with affidavit as per the format provided in the bid document.

Yours faithfully,

Authorized Signature: _____
Name and Title of the Signatory: _____
Name of the Bidder : _____
Address: _____
Date: _____

(To be filled in by the Bidder)

- Encl: i) E.M.D of Rs _____ Vide _____ dt
ii)
iii)
iv)
v)

FORMS OF BID AND QUALIFICATION INFORMATION**QUALIFICATION INFORMATION**

(The information to be submitted by all the Bidders)

1. Individual Bidders or Individual Members of Joint Ventures/Consortium**1.1 Constitution or Legal status of Bidder (attach copy)**

Place of registration: _____

Principal place of business: _____

Power of Attorney of signatory Bid: (attach)

1.2 Detail of the turnover during last 3 (three) years:

Annual Turnover Data (Construction only)		
Year	Turnover in Rs.	Remarks

1.3 Joint Venture /consortium details (if any):

Name of all partners of a joint venture/consortium
1. Lead Partner
2. Partner
3. Partner

NOTES: Joint Ventures/consortium must comply the following requirements:

- I. Following are the minimum qualification requirements for joint ventures:
 - a. The lead partners shall meet not less than 40% of all the qualifying criteria stated in the bid document.
 - b. The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.
- II. The formation of joint venture/consortium or change in the joint venture character / partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- III. Any bid shall be signed so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the Joint Venture /consortium providing the joint and several liabilities with respect to the contract.
- IV. The pre-qualification of a joint venture/consortium does not necessarily pre-qualify of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the MIDHANI.

GENERAL CONDITIONS OF CONTRACT

CHAPTER – I

INTERPRETATION AND DEFINITIONS:-

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

CLAUSE 1:

Singular and Plural

Where the context so requires, words imparting the singular only also include the plural and vice versa.

CLAUSE 2:

Headings and Marginal Notes to Clauses

Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or not be taken into consideration in interpretation or construction thereof or of the contract.

CLAUSE 3:

Definitions

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

a)	Tender Notice	PAGE (2)
b)	Technical Bid format	PAGE (10)
c)	Terms of payment	PAGE (20)
d)	General Conditions of contract	PAGE (14)
e)	Special conditions of contract	PAGE (41)
f)	Specification for Structural steel & Civil work.	PAGE (48)
g)	Price Bid Format	PART-II
h)	Work Order	To be issued

Acceptance letter and any other conditions mutually accepted by the parties after issue of acceptance letter.

- b. "TENDER DOCUMENTS" means the Appendix a to g as aforesaid given to the Tenderers for the purpose of preparing their tenders.
- c. "THE CONTRACT SERVICES" means the services described in the tender documents / contract and in individual work order issued including all

- modifications, additional services and obligations to be carried out either at site or 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.
- e. "ACCEPTING OFFICER" means an authority appointed by Employer empowered to accept or to reject the tender.
- f. 'ENGINEER-IN-CHARGE' means Engineer or assistant of the Employer appointed from time to time by the Employer to perform the duties like watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. Any written instruction or approval given by the Engineer-In-Charge or his Representative to the Contractor in connection with the works shall bind the Contractor as though it had been given by the Employer.
- g. 'EMPLOYER' means the Mishra Dhatu Nigam Limited, incorporated under the Companies Act 1956, having its registered office at Kanchanbagh P.O., Hyderabad- 500 058, in the State of Telangana and includes its successors in office and assigns.
- h. "Market Rate" shall be the rate as decided by the Engineer-In-Charge on the basis of the cost of materials and labour at the Site where the work is to be executed, plus the percentage mentioned in Schedule A to cover all overheads and profit. For material issued by "MIDHANI" the overheads and profit percentage shall be allowed @2.5%.
- i. "In writing" or "Written" means writing, typing, printing and lithography and any other mode of representing or reproducing words in a visible form.
- j. "Notice in Writing" or "Written Notice" means a notice is written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post /e-mail / Fax to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- k. "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.

SCOPE AND PERFORMANCE**CLAUSE 4:****a) Contract Documents:**

The Contractor shall furnish, free of charge, two certified true copies of the Contract Documents and the schedule of quantities and rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documentation at the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other inspecting Officers.

- b) None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.
- c) The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act 1923. (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

CLAUSE 5:**Works to be carried out****a) General:**

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-In-Charge.

The works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all the cost of all labour, materials, tools, plant and equipment, and transport, handling, re-handling, all taxes etc which may be required in preparation of and for the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held also to include wastage of materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour etc necessary in and for the full and entire execution and completion as aforesaid & in accordance with technical specifications, good engineering practice and recognized principles.

In case of any class of work for which there is no such specifications as referred to above, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's

specifications. In case there are no such specifications as referred to the above the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

b) Engineering Data

The furnishing of engineering data by the Contractor shall be in accordance with the scope of work and schedule as specified in the technical specifications. The review of these data by the Engineer will cover only general conformance of the data to the specifications and documents. This review and/or approval by the Engineer shall not be construed by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements specified under these specifications and documents.

CLAUSE 6:

Inspection of Site

The Contractor shall inspect and survey the Site and its surrounding and shall satisfy himself before submitting the tender as to the form and nature of the Site, the Bill of quantities, specifications and nature of work and material necessary for the completion of the works and the means of access to the Site. The accommodation he may require, if any, and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

CLAUSE 7:

Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance (up to defect liability period) of the works.

CLAUSE 8:

Discrepancies and Adjustment of Errors

- a. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small-scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- b. In the case of discrepancy between Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

- I. Description in Schedule of Quantities.
 - II. Particular Specifications and special Conditions, if any.
 - III. Drawings
 - IV. General Specifications
 - V. General conditions
- c. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- d. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the Whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- e. If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary, the same shall be adjusted in accordance with the following rules:-
- I. In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - II. In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - III. All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - IV. The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendering sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of the Quantities or in sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.
- f. If the bidder did not quote any rate for any items. The rate of such items will be considered as zero. The bidder is bound to execute the items at a zero price as it will be deemed that the rate /amount have been loaded on the other items.

CHAPTER – II**1. ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor 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. No sum of money which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the Accepting Officer to the Assignment or transfer is given.

2. SUB – CONTRACT

The contractor shall not sublet or Sub-contract any portion of the contract without the prior written approval of the Accepting Officer.

3. LAW GOVERNING THE CONTRACT:

The Indian laws shall govern this contract for the time being in force and as modified from time to time.

4. SUBMISSION OF AGREEMENTS, BANK GUARANTEES ETC.,

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

5. JURISDICTION:

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

6. 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 contractor:

- a) Being an individual, or a firm, any partner thereof shall at any time be adjudged bankrupt or have receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation of compensation under Bankruptcy laws 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 laws for the time being in force for the sequestration of his estate or if a trust deed be granted by him or be MIDHANI 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 Creditors shall be

appointed or circumstances shall arise which entitles the court or Creditor to appoint a receiver or manager or

- c) Assigns, transfers, sublets/Sub-contract 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 completion (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.

7. **Method of measurement**

- a) Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in Specifications, notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed. However in no case whatsoever the bidder can refuse to execute the items including extra/additional items.
- b) **Payment on Account**
Three running bills/interim bills & a final bill will be paid for each module.
- c) Interim bill/ RA bill shall be submitted by the Contractor for the work executed on the basis of such recorded measurement on the format of "MIDHANI" at intervals mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bill verified.
- d) Payment "On Account" for amount admissible shall be made, on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:-
- i. For works: All work executed, after deducting there-from the amounts already paid, the retention money and such other amounts as may be deductible or recoverable in terms of the Contract. The running bills for works will be paid within 15 working days from the date of submission of the verified/certified bills by the Engineer.
- e) Payment of the Contractor's on account bill shall be made by "MIDHANI" within 30 days from the date of submission of the bill subject to the acceptance of the same by the Engineer-in-charge.
- f) Any interim bill paid, relating to work done, may be deducted or adjusted in subsequent interim bill or in the final bill. No certificate of the Engineer-in-Charge

recommending for interim payment shall itself be conclusive evidence that the work or materials to which it relates is/are in accordance with the Contract.

- g) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of "MIDHANI" to take action under the terms of the contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- h) **Time Limit for Payment of Running Bill & Final Bill**

1. The running bill will be paid within 15 working days from the date of certification of Engineer- in- Charge. And that of the final bill shall be submitted by the Contractor within 90 days of physical completion of the works and payment for final bill will be made within 30 working days from the date of certification of Engineer- in - Charge. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-Charge, shall be made within the period of Six months specified hereunder. The period shall be reckoned from the date of receipt of the correct bill by the Engineer-in-Charge.

2. After payment of the amount of the final bill as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall deemed to be waived & extinguished and will be dealt with as provided in the Contract.

- i) **Deviations/Variations Extent & Pricing:**

I. The Engineer-In-Charge shall have power

a. to make alteration in, omission from, additions to, or substitutions for the original specifications, drawings, instructions that may appear to him to be necessary or advisable during the progress of the work, without effecting the cost.

b. to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions, shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

Any alterations, omissions, additions or substitutions which radically change the original nature of the Contract shall be ordered by the Engineer-In-Charge as a

deviation and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Arbitration.

II. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows, if requested by the Contractor.

a. in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus

b. Appropriate percentage of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-In-Charge.

III. Rates for such altered, additional or substituted work shall be determined by the Engineer-In-Charge as follows:-

IV. If the rate for altered, additional or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the altered, additional or substituted item at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for same item of work in the other Schedule of Quantities.

V. If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Schedules of Quantities of the particular part of works in which the deviation is involved, failing that from the lowest of the nearest similar items in other Schedule of Quantities.

VI. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras IV and V above, then such item of work shall be carried out at the rate entered in the Schedule of Rates available with Engineer-In-Charge, plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the works actually awarded.

VII. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub paras IV and V above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-Para VI above plus/minus the percentage mentioned in that sub-Para. In the case of materials issued by "MIDHANI" issues rates of materials, with storage charges

recovered, enhanced by 2.5% for profits and overheads shall be adopted in place of schedule rate plus percentage specified in sub Para VI. Provided always that if rate(s) for part(s) of the item(s) is/are not available in the Schedule of Rates specified above, the rate(s) for parts of such items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus 10% for profit and overheads.

VIII. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras IV to VII above, the Contractor shall within 14 days, of the date receipt of the order to carry out the said work, inform the Engineer-In-Charge the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-In-Charge shall, within 90 days thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-In-Charge on the basis of market rate(s).

IX. A) Except in case of items of work below ground surface, as it exists at the time of commencement of work (see IX (b) below) provisions contained in sub-clause IV to VIII above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in Schedule 'A' subject to the following

- i. Deviation limit shall apply to individual items. The variation limit shall be +50% on higher side and – 50% on the lower side of the BOQ.
- ii. the value of additions of items, of any individual trade not already included in the Contract, shall not exceed 10% of the tendered value of work, subject to overall deviation limit as provided in IX (a) above.

Provided further that in case where the original item is substituted, the Substituted Item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviation shall apply with respect to such Substituted Item and not the original item.

b) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-clause IV to VIII above shall not apply to;

- i. The value of any item of any individual trade which exceed by more than the percentage mentioned in Schedule 'A' of the value of that trade, included in the Contract, as a whole, unless the Contractor and the Engineer-In-Charge agree to a higher percentage for any particular item.
- ii. the value of item not included in the Contract in excess of 10% of the tendered value.

Note: - Individual trade means sub-heads into which the Schedule of Quantities as provided in the Contract has been divided and in the absence of any such provisions in the Contract, the sub-heads as given in the Schedule of Rates.

j) **Determination of Rates:**

In the case of contract items, substituted items, contract-sub-substituted items, or additional items which exceed the limits laid down in sub-para J(IX) above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Scheduled of Quantities or of those derived in accordance with the provisions of sub-para J(IV) to J(VII) by more than five percent, inform the Engineer-In-Charge and the Engineer-In-Charge shall within ninety days of receipt of claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of sub-paras J(IV) to J(VII) by more than five percent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-In-Charge within a period of ninety days of receipt of the claim supported by analysis are within 5% of the rates specified in the Schedule of Quantities or of those determined in accordance with the provisions of sub-paras J(IV) to J(VII)., the Engineer-In-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras J(IV to VII) for the quantities in excess of the limits laid down in sub-para J(IX).

k) **Suspension of Works**

- 1) The Contractor shall, on receipt of the order in writing of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time, and in such manner as the Engineer-In-Charge may consider necessary for any of the following reasons:
 - I. on account of any default of the Contractor, or
 - II. for proper execution of the works or part thereof for reasons other than the default of the Contractor, or
 - III. for safety of the works or part thereof,

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-In-Charge.

- 2) If the suspension is ordered for reasons (ii) and (iii) in Sub para (1) above, the Contractor shall be entitled to an extension of the time only equal to the period of every such suspension plus 25%.

- 3) If the works or part thereof is suspended on the orders of the Engineer-In-Charge for more than 90 days at a time, except when suspension is ordered for reason (1) (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-In-Charge requiring permission within fifteen days from receipt by the Engineer-In-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by "MIDHANI" under paras (j & k) or where it affects the whole of the Works, as an abandonment of the works by "MIDHANI" shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to Engineer-In-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by "MIDHANI" he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total thereof the percentages mentioned in Schedule A to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-In-Charge within 28 days of the expiry of the period of 90 days.

8. Over payments & under payments

- a. Wherever any claim for the payment of a sum of money to "MIDHANI" arises out of or under this Contract against the Contractor, the same may be deducted by "MIDHANI" from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with "MIDHANI" or from any other sum due to the Contractor from "MIDHANI" which may be available with "MIDHANI" or from his retention money; or he shall pay the claim on demand.
- b. "MIDHANI" reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. "MIDHANI" further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by "MIDHANI" from the Contractor by any or all of the methods prescribed above. If any under-payment is discovered, the amount shall be duly paid to the Contractor by "MIDHANI".
- d. Provided that the aforesaid right of "MIDHANI" to adjust over payments against amounts due to the Contractor under any other Contract with "MIDHANI" shall not

extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

- e. Any amount due to the Contractor under this Contract for under-payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to "MIDHANI" on any other Contract or account whatsoever.
- f. The Contractor shall be deemed to have given its consent for adjustment of the dues payable to the contractor in other contracts of "MIDHANI", against the liability or outstanding dues in respect of this contract. Similarly, the Contractor gives its consent to adjust/set off the dues payable in this contract against the outstanding dues recoverable by "MIDHANI" from the contractor in other contract of "MIDHANI".
- g. All sums payable by way of compensation under any of the conditions of contract shall be considered as reasonable compensation to be applied to the use of "MIDHANI" without referenced to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- h. The R.A bill will be considered as an advance payment against the final bill. The Engineer will have a right to adjustment of any error, over/under payments in subsequent bills.

9. a) **Security Deposit (S.D):** The successful tenderers has to deposit 5% of contract value as Security Deposit at the time of agreement. This 5% Security Deposit can be submitted online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > security Deposit – ONLINE PAYMENT or can deposit Bank Guarantee from any nationalized bank. The validity of B.G shall be equivalent to contract period plus three months extra. The 5% Security Deposit will be released after completion of work, Site clearance and cleaning by the contractor duly certified by Engineer- In- Charge.

b) **Retention Money :** A sum of 5% of gross value of work order will be deducted from each running bill and final bill. The same will be released after the completion of defect liability period of 6 months and after certification of Engineer –In- Charge. Also, contractor can submit Bank Guarantee for equivalent amount in the prescribed format issued by nationalized or scheduled bank and same shall be valid for defect liability period + 3 months claim period.

10. **TIME and Extension for Delay:**

Time is essence of contract and as such, the contractor shall strictly adhere to the time schedule specified in the tender documents / work order. Also, the contractor shall provide all documents, working drawings, employing technical experts time to time to keep the progress of work in good process enabling to complete the contract in time. **The entire work in "Excavation of Hard Soil / Rock in Wide Plate Mill, MIDHANI, " is to be completed within 75 days for Module-I & 45 days for Module-II from the date of handover of site FOR EACH MODULE.**

- 10.1 The time allowed for execution of the works as specified above or the extended time shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which "MIDHANI" issues written orders to commence the work or such time period as mentioned in the Letter of Award or from the date of handing over of site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid; "MIDHANI" shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 10.2 As soon as possible after the Contractor is concluded the Engineer-In-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-In-Charge and the Contractor within the limitations of time imposed in the Contract documents. Such defined intermediate milestones will form the basis for monitoring the progress and to initiate such corrective/penal measures as may be decided by the Engineer-In-Charge which shall be final & binding. Further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds 30 days (same for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.
- 10.3 If the work(s) be delayed by:-
- a. **Force majeure:**

If at any time during the continuance of this Contract, the performance in whole or in part, neither party shall be liable of performance under this Contract, any obligations under the Contract of any party, if such performance is prevented or delayed due to reasons beyond such party's control, including but not limited to acts of God, fire, flood, earthquake other natural catastrophes, any law, order, regulation, direction, action of any civil or military authority, national emergencies, insurrections, riots, war (whether declared or not), hostility, acts of the public or enemy, civil commotion, sabotage, explosion epidemic, quarantine restrictions, strikes and lock-outs, work stoppage or other labour difficulties, absence of the usual means of communication or transportation (hereinafter referred to as `eventuality`) provided however the party to which the force majeure has happened shall use commercially reasonable efforts to eliminate such an event.

Force majeure shall also be deemed in the event of any regulatory decision or government order requiring the either party to suspend its service(s) or operation(s) for any reasons whatsoever.

Notice of the happening of any such eventuality or force majeure as mentioned herein shall be given by either party to the other within fifteen (15) days from the date of the occurrence thereof along with supporting proof of the occurrence of the Force Majeure event , neither party shall, by reason of such eventuality, be entitled

to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Purchaser as to whether the work has been so resumed shall be final and conclusive.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The time for completion shall be extended by number of days the party giving notice was prevented from performing his obligation due to Force Majeure, in accordance with Clause 10(g) hereof.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months, both the parties shall consult each other regarding the further implementation of the Contract, provided always that, if no mutually agreed arrangement is arrived at within a period within three (3) months from the expiry of the six (6) months referred to above, the Contract shall be deemed to have expired at the end of the said six (6) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

- b.** abnormally bad weather, or heavy rains, or
- c.** serious loss or damage by fire, or
- d.** Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e.** delay on the part of other contractors or tradesmen engaged by "MIDHANI" in executing work not forming part of the Contract, or
- f.** non-availability of stores, which are responsibility of "MIDHANI" to supply or
- g.** any other cause which, in the absolute discretion of the authority mentioned in Schedule A, is beyond the Contractor's control; then, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-In-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-In-Charge to proceed with the works.

- 10.4 Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 10.5 In any such case the authority mentioned in Schedule A may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-In-Charge in writing, within 90 days of the date of receipt of such request, by the Engineer-In-Charge.

11. Liquidated Damages (L.D)

If, in the opinion of the competent authority, there is a delay in completion of work due to the reasons attributable to the contractor or any failure of contractor in any way whatsoever, Liquidated damages at 1% per week to maximum of 10% of contract sum will be deducted.

However, the competent authority in his opinion felt that the work is delayed due to reasons which is solely attributable to MIDHANI and absolutely beyond the control of the contractor, shall grant the fair & reasonable extension of time to the contractor. The decision of the competent authority in this respect will be final & binding on the contractor.

- i. If the Contractor fails to maintain the required progress in terms of Clause 10 or to complete the work and clear the site on or before the Contract or extended date of completion, the Contractor shall, without prejudice to any other right or remedy available under the law to "MIDHANI" on account of such breach, pay as agreed compensation amount calculated as stipulated above or such smaller amount as be fixed by the authority mentioned in Schedule 'A' (Whose decision shall be final & binding) on the Contract Value of the work for every week that the progress remains below that specified in Clause 10 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- ii. Completion period (as originally @ 0.5% per week stipulated) not exceeding 21 months.
- iii. Provided always that the total amount of damages for delay to be paid under this clause shall not exceed 7.5% of the total value of the work done or of the Contract Value of the item or group of items of work for which a separate period of completion is specified.
- iv. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract(s) with "MIDHANI". For the purpose of such adjustment/set off, it shall be deemed that the Contractor has given its free consent.

v. Reduction of Liquidated Damages:

If before the completion of the whole of the works or any part of the works has been certified by the Engineer-in-Charge as completed as per the time stipulated hereof and occupied or used by the employer, the value of the whole

of the works for the purpose of calculating the liquidated damages shall be reduced by the value of the part so certified by the Competent Authority.

12. Defects Liability Period

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-In-Charge, any defect which may develop or may be noticed before the expiry of 06 months from the certified date of completion and intimation of which has been sent to the Contractor within ten days of the expiry of the said period by a letter sent by hand delivery or by registered post.

13. ARBITRATION:

Except where, otherwise provided for in the contract, all questions and disputes relating to the 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 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 / Director (P&M) and if the Chairman & Managing Director / Director (P&M) is unable or unwilling to act, to the sole arbitration of some other persons appointed by the Chairman & Managing Director / Director (P&M) willing to act as such arbitrator. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman & Managing Director / Director (P&M) 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 his predecessor left it.

Subject as aforesaid the Provisions of the Arbitration & Contractual Act 1996, or any statutory modification or enactment 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.

- 14. Contract Signing:-** The successful contractor is required to conclude a contract agreement on a non-judicial stamp paper of Rs. 100.00 on award of the contract in the prescribed format approved by MIDHANI within 10 days time from the date of receipt of work order.

a) Language shall be English: All documents relating to the bid shall be in the English language.

15. CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONTRACTOR:

- a) If the contractor makes default in commencing the service within the time specified, or if; the contractor in the opinion of MIDHANI during the current contract makes default in proceeding with the contract services which includes construction for completion of civil construction works of the project or progress of the services is slow, or the services are poor of, if the contractor 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 contractor at the sole cost, risk and expense of the contractor and get the balance services/work executed either by MIDHANI itself, or by another contractor or through any other agency/agencies as deemed fit. In such an event, the contractor shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by MIDHANI besides forfeiture of EMD / Retention Money.
- b) In the event of cancellation of contract as above and the completion of the contract services either by MIDHANI or by another contractor 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.

16. CANCELLATION OF CONTRACT FOR DEATH ETC.,

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

16.1 SPECIAL POWERS OF CANCELLATION OF CONTRACT / FORECLOSURE OF CONTRACT:

If at any time after acceptance of the tender/ during award of work, during currency of contract, MIDHANI feels that for any reasons whatsoever, if the whole or any part of the contract services is not required to be carried out, notice shall be given in writing of the fact to the contractor and upon receipt of such notice the contractor shall stop the execution of such services as indicated in the notice forthwith. The contractor 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. Contractor 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.

- 16.2 In the event of contractor commits any breach of any terms of this contract, MIDHANI will terminate the contract and on such termination, the balance work will be got done through other agency at the cost and risk of contractor. Further, any loss occurred due to the above will be recoverable from the contractor.

- 16.3 The contractor shall further keep indemnified and harmless against any claims or liabilities arising out of eventualities in connection with injuries / death to the workmen or any member engaged by or under the control of contractor. MIDHANI will not have any liabilities under the Employee's compensation Act or any other provision of law statutory or otherwise. Any expenditure incurred by MIDHANI in this connection shall have to be fully indemnified by the contractor.
- 16.4 (a) Recoveries shall also be affected from the contractor on account of any over payment detected at any stage as a result of technical examination, audit study, vigilance inspection / investigation.
- (b) Recoveries shall be affected from the contractor on account of any losses suffered under the provision of section – 73 of the Indian Contract Act 1982.
- (c) The contractor will be liable for debar from the future contracts for a specified number of years or total ban depending on the gravity of the lapses.

17. ORDERS UNDER THE CONTRACT AND COMMUNICATION OF ORDERS:

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

18. DEFECTIVE SERVICE/WORK:

Any defects observed or otherwise brought to the notice of the Engineer-in charge of MIDHANI be investigated or caused to be investigated in detail by any of the reputed institutes / specialist organizations approved by the MIDHANI at the cost and risk of the contractor. The defective work/services will be rectified by the contractor immediately at his own cost.

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

19. Quality of materials & Workmanship and Tests

All materials & workmanship shall be of the respective kinds described in the contract & in accordance with the Engineer's-In-Charge (E-I-C's) instructions and shall be subjected from time to time to such tests as E-I-C's or his representative may direct at the place of manufacture or fabrication or on site or at all or any such places/approved laboratories. The entire cost of such tests will be borne by the contractors. For bought out items, the contractor shall produce the manufacturer's certificate or test certificate. The contractor shall provide at his own cost such assistance, instruments, machines, labour and material as are normally required for

examining, measuring & testing any work and the quality, weight or quantity of any material used & shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the E-I-C's or his representative.

Cost of Samples

- a. All samples shall be supplied by the Contractor at his own cost.
- b. The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for (as mentioned in code & specification), in the Contract.

20. Labour

- 20.1** The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age.
- 20.2** The Contractor shall furnish to the Engineer-In-Charge, fortnightly a distribution return of the number and description by trades of the workers employed on the works.

The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the preceding fortnight, (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

- 20.3** The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages in accordance with the rules, regulations and the law in force relating to the payment of wages for the workers and also to monitor the compliance of rules, statutory payments etc by the sub contractor.
- 20.4** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, The Employer's Liability Act, 1938, The Employee's Compensation Act, 1923, The Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, The Factories Act 1948, The Contract Labour (Regulation & Abolition) Act, 1970, or any modification thereof or any other law relating thereto and rules framed there under from time to time.
- 20.5** The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme & Provident Fund in respect of all labour employed by him for the execution of the Contract, in accordance with the provisions of "The Employees State Insurance Act, 1948" and EPF & MP (Employee's Provident Fund & Minimum Provision act of 1952) as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the

contribution payable, the Engineer-In-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance & EPF & MP Act.

- 20.6** The Engineer-In-Charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor Labour (Regulation & abolition) Act 1970, have the power to deduct from the moneys due to the Contractor Labour Regulations, have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of worker(s), non-payment of wages or of deductions made from his or their wages which are not justified by the terms, of the Contract or non-observance of the said Contractors Labour Regulations.
- 20.7** In every case in which by virtue of the provisions sub-section(1) of Section 12, of The Workmen's Compensation Act, 1923, "MIDHANI" is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, "MIDHANI" will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of "MIDHANI" under sub-section (2) of Section 12, of the said Act, "MIDHANI" shall be at liberty to recover such amount or any part thereof by deducting it from the retention money or from any sum due by "MIDHANI" to the Contractor whether under this contract or otherwise. "MIDAHNI" shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to "MIDHANI" full security for all costs for which "MIDHANI" might become liable in consequence of contesting such claim.

20.8 INSURANCE

20.8.1 General Requirements for Insurances

- 20.8.1.1 The Contractor shall provide in the joint names of MIDHANI and the Contractor, insurance cover from the date of commencement of work to the end of the Defects Liability Period. The Contractor is liable to take **Contractor's all risk policy** for the whole contract value. The insurance amount shall also cover third party liability to the extent, if any as specified in Schedule A. In addition to this the contractor shall also take Employee Compensation Policy for employees.
- 20.8.1.2 Policies /certificates of insurance shall be delivered in original by the Contractor to the Engineer-in-charge before the date of commencement of work. In case of failure by the Contractor, no payment against the running bill shall be released till the submission of the policies / certificates of insurance. All such insurances shall provide for compensation to be payable in the types and proportions for which these policies are intended.

- 20.8.1.3 The Contractor shall provide premium receipts to the Engineer-in-Charge from time to time, as a proof that he has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 20.8.1.4 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors(if any) and shall be responsible for any claims or losses to MIDHANI resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.
- 20.8.1.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-charge.
- 20.8.1.6 Both parties shall comply with all conditions of the insurance policies.
- 20.8.1.7 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the execution of the Contract shall be the responsibility of the Contractor. However this shall not include excepted risks which are not covered under the above said insurance policies. All consequential loss with reference to insurance claims shall be borne by the contractor.

21. Compliance and Default

1. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour (Regulation & Abolition) act 1970 as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the Report of the Inspecting Officer as defined in the Contractor Labour (Regulation & abolition) act 1970, the Contractor shall without prejudice to any other liability pay to "MIDHANI" a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling, such materially incorrect statement and in the event of the Contractor's default continuing in this respect, the penalty may be enhance to Rs.200/- per day for each day of default subject to a maximum of five percent of the estimated cost of the works put to tender. The Engineer-In-Charge shall deduct such amount from bills or retention money of the Contractor. The decision of the Engineer-In-Charge in this respect shall be final and binding.
2. Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
3. The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions (Safety Code) or as required by the Engineer-In-

Charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case, the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

- I. Failure to comply with Model Rules for Labour Welfare, Safety Code on the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the "MIDAHNI" as the penalty an amount not exceeding Rs.200/- for each default or materially incorrect statement.

The decision of the Engineer-In-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor Labour Regulation(RLA) Act 1970 shall be final and binding and deduction(s) for recovery of such penalty may be made from any amount payable to the Contractor.

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(ON NON JUDICIAL STAMP PAPER)
(CLAUSE NO. 9)

To,

Mishra Dhatu Nigam Ltd.

.....
.....

In consideration of the Mishra Dhatu Nigam Ltd. Having its registered office at (hereinafter called "MIDHANI" which expression shall unless repugnant to the subject or context include its administrations, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing number Dated issued by the MIDHANI, which has been unequivocally accepted by the contractor M/s.

..... work (hereinafter called the said contract) to accept a Dead of Guarantee as herein provided for Rs (Rupees Only) from a Nationalized Bank in lieu of the retention money to be made by the contractor or in lieu of the deduction to be made from eh Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract.

We, the Bank (hereinafter referred to as "the said Bank" and having our registered office at do hereby undertake and agree to indemnify and keep indemnified "MIDHANI" from time to time to the extent of Rs (Rupees only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by "MIDHANI" by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by "MIDHANI" on demand and without demur to the extent aforesaid.

We Bank, further agree that "MIDHANI" shall be the sole judge of and as to whether the said contractor has committed any breach or breaches of

"Refer note at the end of the proforma.

Any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by "MIDHANI" on account thereof and the decision of "MIDHANI" that the said Contractor has committed the breach or breaches and as

to the amount or amounts of loss, or that may be caused to or suffered by "MIDHANI" from time to time shall be final and binding on us.

1. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of "MIDHANI" under the said Contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till the owner certificate that terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee subject, however, that "MIDHANI" shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said contract, i.e. (date) or from the date of cancellation of the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
2. "MIDHANI" shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time from time to time any of the powers exercisable by its against the said contractor and either to enforce or forbear from enforcing of the terms and conditions governing the said contract or securities available to "MIDHANI" and the said bank shall not be released from its liability under liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of "MIDHANI" or any indulgence by "MIDHANI" to the said contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for "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 "MIDHANI" may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the Previous consent of "MIDHANI" in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of

this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s
..... on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the Bank)

WITNESS

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No: _____

Date and Place: _____

Bank's Seal _____

Accepted

(Signature of the Officer)
For and on behalf of
(Mishra Dhatu Nigam Ltd.)

SPECIAL CONDITIONS OF CONTRACT

1.0 **GENERAL:**

The special contract conditions of contract shall be read in conjunction with the invitation to tender, General Conditions of contract, specification, Drawings and other supplementary documents detailing the work.

Provided that, where any provision of the General Conditions of Contract is repugnant to or at variance, unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract and shall to the extent of such repugnance or variation, prevail.

2.0 **Site and Local Conditions**

2.1 **Location and Works Terrain**

MIDHANI plant is located at Kanchanbagh in Hyderabad, Telanagana state, adjacent to the existing Defence Metallurgical Research Laboratory (DMRL). The plant is about 10 km away from Hyderabad city. The nearest main railway stations are Nampally and Kachiguda stations of Hyderabad, which are about 12 Km and 9 Km respectively from this plant.

2.2 **Climate Conditions**

2.3 The climatic conditions at the plant are similar to the prevailing at Hyderabad city and are generally as indicated below:-

Maximum of mean daily temperature	-	40° C
Minimum of mean daily temperature	-	12° C
Absolute maximum temperature	-	45° C
Absolute minimum temperature	-	6° C
Relative humidity maximum	-	83° C
Relative humidity minimum	-	30° C
Average yearly precipitation	-	765 mm
Maximum hourly precipitation	-	about 60 mm
Maximum wind velocity	-	84 km/hr
Absolute maximum wind velocity	-	144 km/hr
Wind direction – April mainly from	-	SE and SW
		W and NW
May to Sept. mainly from	-	W and SW
Rest of the year mainly from	-	NE and E
		And SE

2.4 **Earthquake:**

The plant is situated in Zone 'II' as defined in latest seismic maps.

2.5 Transport Connections:

The plant is well connected by road. Important broad gauge railway stations are located nearby as stated earlier. Hyderabad has a commercial airport at Shamshabad, about 19Km from the plant.

2.6 Communications:

Postal, telephone and Fax facilities are available as follows: -

Name of the Company : MISHRA DHATU NIGAM LIMITED

Corporate Identity Number : U14292TG1973GOI001660

Registered Office Address : P.O. Kanchanbagh, Hyderabad, 500 058

Telephone :040-24340001 (10 lines), 040 – 24184334/24343944

Fax : 040 – 2434 0764

For Technical Clarifications: gmadanmohan@midhani.com-, [mob-9177304937](tel:919177304937)
dharshvardhan@midhani.com

For Commercial Clarifications: indu@midhani.com

Website address : www.midhani.com

2.7 The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility under clauses 6 if the General Conditions of Contract to satisfy himself of the site conditions and sufficiency of his tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

3.0 Construction Facilities:**3.1 Construction Water:**

Water required for the Works will be made available to the Contractor free of cost at one point of site. The Contractor shall make his own arrangement for drawing water/Electricity from this point and for further distribution at his own cost, with the approval of the Engineer – In – Charge.

He shall construct a storage tank at his own cost sufficient for storing enough water for his seven days requirements. No claim for compensation for any failure or short supply of water will be admissible. The Contractor shall state the requirement of water for construction in the appendix – I herein attached.

Employer do not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water the Contractor shall be responsible for making at his own cost alternative arrangements for water. When Contractor makes his own arrangements of water required for the work, nothing shall be paid for the same by MIDHANI.

3.2 Construction Power:

Electric Power from sources available near the site will be made available at free of cost (415 volts, 3 phase (4 wire) 50 cycles) to the Contractor at one point at the site. Further connections, distributions, installation of the switch board, lcv's, mcvs, meters etc. shall be arranged and maintained by the contractor at his own cost with

the prior approval of the Engineer – In – Charge. The distribution system shall conform to the Indian Electricity Act 1910 and the Indian Electricity Rules, 1956 with the latest amendments. The Contractor on the completion of the Works shall remove all wiring from the switchboard and meter. He shall reinstate and make well any work disturbed by the temporary power lines at his own cost to the satisfaction of the Engineer – In – Charge.

No claim for compensation for any failure or short supply of power will be admissible. The Contractor shall indicate his requirement of electric power for lighting and construction equipment at site.

In case of forced power cuts/short supply/fault, contractor shall make his own arrangement for lighting/fabrication works without affecting the schedule of work. Nothing shall be paid for the same by MIDHANI.

3.3 **Temporary Roads:**

The contractor shall construct and maintain at his own cost all temporary roads at the site for leading his equipment, labour, materials etc. to various places of work or otherwise deemed necessary to execute the works.

4.0 **Time Schedule of Contract:**

Time is the essence of the Contract. The Contractor shall complete the whole of works according to the Contract and to the satisfaction of the Engineer – In – Charge within 75days for Module-I & 45 days for Module-II from the date of handover of site for each module.

The working hours for the civil works are 24 hours with special permission and safety precautions as per standing rules of MIDHANI.

5.0 **Authorized Agent/ official**

5.1 The contractor shall have a duly authorized agent/official at site from the commencement of works to the completion of the works. Such agent/ official shall be authorized, on behalf of the contractor, to accept services of notices under the and to agree to extras, omissions and varied items of works and rates for the same. Such agent/ official shall maintain on his staff qualified engineers and such other personnel as may be required for efficient execution of the works. Any notice under the contract shall be deemed to have been served on the contractor if served upon such agent/ official or sent by registered letter to his address at site. Such agent/ official shall not be changed and shall not leave the site during the duration of the Contract unless the consent of the Engineer – In – Charge shall have been previously obtained. If the Engineer – In – Charge shall require the contractor to carry out any rectifications under the terms of the contract after the works are completed, the contractor shall have the same or another duly authorized agent at site when such rectifications are being carried out.

5.2 The contractor shall send a duly authorized competent representative to meet the Employer at his office at Hyderabad whenever called upon in writing to do so by the Employer or the Engineer – In – Charge and any instructions, Directions or explanations given by the Engineer – In – Charge to such representative shall be held to have been given to the Contractor.

5.3 The contractor shall employ minimum one qualified & well experienced Diploma / Graduate Engineer for the supervision of work. The same will be certified by Engineer-In-Charge.

6.0 **Construction Stores:**

6.1 Suitable areas at or near site will be allocated free of cost by the Employer at his discretion to the contractor for field offices, storing equipment, plant, materials etc. for the duration of the contract. The contractor will be solely responsible for the watching and guarding of his stores.

6.2 The contractor shall cover all his equipment and materials at site with requisite insurance against theft, larceny, dacoit, fire, tempest, flood, earthquake etc.

7.0 **Accommodation for Labour and Supervisory Staff:**

The contractor shall make his own arrangements for the accommodation of his labour and supervisory personnel, for which the Employer will allocate no open land. The contractor shall include in his rates the cost of provision of such accommodation for the laborers and supervisory staff including suitable water supply, electricity and good sanitary arrangements. The sanitary arrangements provided must conform to the rules and regulations of local authorities or public bodies.

8.0 **Compliance with Enactments:**

The Contractor shall comply with the provisions of the following Acts and Rules:

- a. The Contract Labour (Regulation & Abolition) Act 1970 or any amendment thereof and Rules made there under and all legislations and rules of the State or Other local Authority framed from time to time. The Rules and other statutory obligations with regard to wages, welfare and safety measures, maintenance of all required registers etc will be deemed to be part of the contract. Such Registers shall be produced by the Contractor for inspection as and when required by MIDHANI or Labour Department Authorities or other statutory bodies.
- b. The Contractor must possess valid license obtained for RLC (central) under Contract Labour (R&A) Act and Rules for employing contract labour on the date of the submission of tender form in case of engagement of contract labour. It is mandatory to implement the GOs issued by the Government from time to time on payment of wages.
- c. The Provisions of the Minimum Wages Act 1948 and Payment of Wages Act 1936 as amended from time to time and rules made there under.
- d. Industrial Disputes Act
- e. Employee's Compensation Act 1923 or any other law for the time being in force.
- f. Equal Remuneration Act.
- g. The Provisions of ESI Act and EPF & MP Act and the rules made there under in respect of the workmen engaged by him.

9.0 Construction Equipment:

9.1 The contractor shall make his own arrangements to procure all constructional plants and equipments for the work. He shall state in the Appendix II the type and number of different equipment in good working conditions, with their capacities, which he will use on the site to ensure the completion of the works in the specified time.

9.2 All materials, construction plants and equipment etc once brought by the contractor on the site are not to be removed from there without the written authority of the Engineer – In – Charge. Also the contractor shall have adequate stock of spare parts for the equipment on the site and the works shall not be delayed on this account. All temporary works built by the contractor for the main construction undertaken by him are not to be dismantled and removed without written authority of the Engineer – In – Charge.

10.0 Co-operation with other contractors:

The contractor shall plan and execute his work in a phased manner as directed by the Engineer – In – Charge from time to time and shall fully co-operate with other agencies working at site simultaneously so as not to obstruct or retard the works simultaneously being executed by other agencies in any way. The decision of the Engineer – In – Charge on any point of dispute between the various contractors shall be final and binding on all the parties concerned.

11.0 Safety Code:

The contractor shall at his own expense, arrange all the requirements including safety gears for the safety provisions as appended to these conditions, or as required by the Engineer – In – Charge in respect of all labour directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make the arrangements and to provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the contractor. The contractor will abide all the safety norms of MIDHANI & other statutory bodies.

12.0 Cleaning Site:

The contractor shall clean the site as required of grass, trees, vegetation and debris prior to the start of the work at his own cost.

13.0 Clearing Site on completion:

On completion of the works, the site shall be cleared by the contractor of all men, materials, temporary sheds, debris, rubbish, plants and equipments belonging to the contractor at his own cost. The site and surroundings shall be handed over in a clean and neat condition as required by the Engineer – In – Charge. In case of failure by the contractor, the Employer will get the site cleared at the risk and cost of the contractor. The work may not be considered complete till the contractor clears the site in all respect as mentioned above.

14.0 Coverage of Contract:

14.1 The contract is a complete one including all the cost towards labour, materials, the contractor's overhead and profit, all temporary works & all other provisions, equipments, tools tackles, transportation, handling ,all taxes & duties etc.

14.2 Except where it is expressly provided that the cost will be borne by the Employer the various obligations of the contractor under the contract shall be at the cost of the contractor.

15.0 Transfer of guarantees:

All guarantees such as waterproofing, acid resisting, materials etc for the entire works as obtained from the manufacturer or specialist agencies shall be transferred to the Employer through the Engineer – In – Charge by the contractor prior to the acceptance of such works. The applicator/manufacturer also will remain the co-guarantor.

16.0 Security Regulations:

The contractor shall abide by all the security regulations promulgated by the Employer & all other statutory authorities from time to time. In order to facilitate the issue of entry/ exit gate permits for materials and equipment to be taken out after completion of the work the contractor shall submit a list of equipment and/or other materials that may be taken inside the protected area from time to time.

17.0 Miscellaneous:**17.1 Variation Statement:**

Quantity variation (up to $\pm 50\%$) statement shall be prepared by the contractor and submitted to Engineer – In – Charge for Employer approval. Such variation statement shall be submitted at the stage when the Running Account Bills value (up to date) exceeds the contract value and also for variations in scope of work.

17.2 Part rates:

The part rates recommended by Engineer – In – Charge in the Running Accounts Bills for the items of works in progress shall be binding on the contractor.

APPENDIX – I OF SPECIAL CONDITIONS OF CONTRACT

The contractor shall indicate in the following table the type and number of equipment he shall bring on site in good working condition for use in the works.

Sl. No.	Type of Equipment	Capacity	No. of Equipment
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SPECIFICATIONS FOR – CIVIL WORKS**PREAMBLE TO SPECIFICATIONS**

The conditions of contract and the drawings shall be read in conjunction with the specifications and matters referred to shown or described in one are not necessarily repeated in the other. These specifications are comprehensive and may exceed the requirements of this project. Any ambiguity between the General specifications, the Bill of quantities and contract drawings shall be referred to the Tenderer for clarification not later than 10 days before the date fixed for delivery of Tenders. Any ambiguity may be referred to the Tenderer after signing of the contract and Tenderer shall give a ruling which shall prevail. No claim for additional cost due to above, however, will be entertained.

Notwithstanding the sub-division of the specification into various headings, every part of it is to be deemed supplementary to every other part and is to be read with it, so far as it may be practicable so to do, or when the context so admits.

In this contract, reference is made to the Indian Standards and these references shall be deemed to include the latest editions or issue of standards, specifications or By-Law including all revisions up to the date of invitation of Tenders. The contractor shall ensure that all materials and workmanship in so far as they apply to this contract shall comply in every specifications or any other equivalent or specification approved by the Tenderer.

The Contractor shall kept at site copies of all relevant standards and codes of practice referred in these specifications throughout the period of contract. These shall be the latest editions and shall include all revisions/addendums thereof.

Approved Manufacturers: Name of approved manufacturers are given in the specifications.

Reference in the specifications to approved manufacturers shall be constructed as establishing standard of quality and not as limiting completion.

The Contractor shall include in his prices for supplying the item or materials from the approved manufacturers listed or equal and approval.

All items or materials shall be delivered to the site in the manufacturers original unopened containers with the manufacturers brand and name clearly marked on.

All items or materials shall be assembled, mixed, fixed, applied or otherwise incorporated in the works in accordance with the printed instructions of the manufacturer of the item or materials.

1.0 EARTH WORK

1.1 General

This specification deals with the clearance of the Site of works and preparation of the same to commence the proposed construction activities. Wherever applicable, this is deemed to include all preliminary works like Dismantling / Demolition, site Clearance, General Leveling etc.

The contractor shall visit the site, inspect the same and decide for himself the nature of the ground and the sub-soil to be excavated. No claim on account of extras will be entertained in consequences of any misunderstanding or incorrect information or ignorance's of the existing conditions.

1.2 Demolition / dismantling

Existing Buildings and structures within the boundary of the site, and as indicated in the drawings or as instructed by the Architect/EIC, shall be carefully and gradually dismantled or demolished, as the case may be.

- i) The contractor shall furnish to the Architect/EIC, a detailed scheme as well as a program of these works, at least one week prior to the commencement of the actual demolition works and get the latter's approval of the same.
- ii) On approval of the above program and scheme, the contractor shall serve notices to concerned authorities, owners, etc., as and wherever applicable, informing them of the proposed demolition and get their approval of the same, prior to the demolition/ dismantling.
- iii) The whole of the building/structures that are to be demolished shall be evacuated and cleared off any valuable life and / or property to the satisfaction of the Architect/EIC. Where required, the employer shall provide alternative arrangements to house those who have been evacuated.
- iv) The site of demolition shall be well cordoned off from the other areas to the satisfaction of the Architect/EIC, with all necessary warning and signals, erected in the vicinity.
- v) Such of those parts of the building/structures that are likely to fetch some returns from the market and / or those parts which are likely to be reused elsewhere, shall be first carefully removed from the existing buildings and then stored away properly to the complete satisfaction of the Architect/EIC. Such parts shall include items like wood work, built in furniture, electrical fittings, sanitary wares etc. and all others that are listed out by the Architect/EIC.
- vi) The demolition work shall then commence preferably from the top and proceed downwards, gradually. In case of buildings comprising more than one floor, the demolition shall commence from top and shall be dismantled floor by floor in such a way that all the debris are collected in the next lower floor. Dismantling of external walls / cladding shall be done from outside inwards. The dismantling of the next lower floor shall commence only after the clearance of all debris collected in that floor from the floor above, is completed.

All dismantling / demolition works shall include excavation of the ground, wherever necessary, to dismantle the existing foundations, and back filling, including compacting to the satisfaction of the Architect. The material used for back filling shall be as per specifications and as approved by the Architect/EIC.

All dismantling / demolition works shall be carried out in such a manner , so as not to cause any damage, whatsoever, to the properties or persons in the vicinity of the site. If

such damages occur, the contractor shall be liable for full reinstatement of all such damages at his own cost.

All services, like electrical, water supply and sanitary lines / connections to the existing buildings or structures that are to be dismantled and / or demolished shall be properly cut off at points as per the instructions of the Architect/EIC. If any such service lines are feeding adjacent plots / sites / premises the follow up with the Authorities concerned to provide necessary reconnections to the users of these service lines.

Wherever applicable, the contractor shall apply for the various permits for executing such works as may be required from the relevant authorities.

Disposal of demolished / dismantled materials:

Demolished / dismantled materials shall not be stacked or dumped in such a manner as to present a vehicles or pedestrians or properties or to cause blockage in drainage channels etc.

The contractor shall obtain necessary permission from the local Government Authorities pay the necessary deposits, for the location and the manner in which the debris to be disposed and then carry out the disposal as directed by the Architect/EIC.

Demolished / Dismantled debris shall be dumped / stacked in an area, primarily within the site, if required subject to the approval of the Employer and shall cart away and dispose off within the shortest possible time as directed by the Employer.

1.3 Excavation in all Soils

Excavation and / or removal of any other material on the site, shall be carried out accurately to the lines, levels and dimensions shown in the drawings or as ordered by the Architect so as to allow proper and efficient concrete work and other work in clean and dry condition. The method of excavation shall be at the discretion of the Architect/EIC but should the dimensions of any excavation exceed those shown on the drawings or ordered by the Architect or should the sides collapse the contractor shall fill such extra space with concrete or other approved material at his own expenses.

All founding levels will be inspected by the Architect before the concrete is placed. Records of all foundation levels shall be submitted by the contractor to the Architect/EIC.

The final 150 mm depth of excavation shall be taken out by hand unless otherwise permitted by the Architect. Extra depth of excavation, if any, beyond those shown in the drawings or ordered by the Engineer, shall be filled up with Grade 10 concrete.

The contractor shall excavate any soft patches or rock outcrops below the founding level and refill with M10 concrete. The founding stratum shall be leveled and rammed to the satisfaction of the Architect/EIC before concrete is placed.

Foundations within any one building shall not rest on soil strata with differential bearing capacities. Strip foundations shall not be stepped along the length of the foundations. When excavating for individual footings at different levels care shall be taken not to disturb the bearing stratum of the higher foundations. The excavations bottom shall be watered as directed by the Architect/EIC before the foundations are laid.

1.4 Excavation in Rock

Classification of Rock

Rock, which is in solid beds, which can only be removed either by blasting or by wedging or chiseling, shall be treated as hard rock. An isolated boulder or detached rock measuring one cubic meter or more shall also be treated as hard rock, if the same cannot be removed without blasting, wedging or chiseling.

All other rock formation, which can be removed without blasting, wedging or chiseling, shall be classified as soft rock. However the Engineer-in-charge decision regarding classification shall be binding.

Controlled Blasting is allowed in case of rock interruption, also chemical or mechanical splitters are allowed.

1.5 Trimming of Slopes

All slopes shall be trimmed by hand or mechanically true to line and profile and consolidated to the Architects/EIC satisfaction. Any rock or boulders appearing on the face or likely to be unstable shall be removed and the void thereof filled with approved material and compacted.

1.6 Shoring / Earthwork support

If required, the contractor shall shore and strut the sides of excavation to the satisfaction of the Architect. Should there be any slips or settlement notwithstanding the shoring the contractor shall make good the same at his own expense with concrete or other approved material as directed by the Architect. Shoring shall be removed gradually side by side with backfilling to prevent any settlement and under no circumstances until such time as the foundation concrete has hardened enough to take any loads brought on by the removal. Under special circumstances shoring shall be left in place if so directed by the Architect/EIC.

1.7 Dewatering

All excavation shall be kept free from water from any source. The contractor shall provide and clear away on completion all drains, pumps and other equipment for this purpose. The contractor shall be responsible for preventing any subsidence of adjoining ground due to pumping.

Contractor at his own cost shall keep site dewatered till all construction works in basement and other areas are completed including waterproofing. **No amount shall be claimed by the contractor as the rates are deemed to have been included for total dewatering.**

1.8 Contractor to keep excavation clear

Should any sand, mud, weed, rubbish or other materials be deposited on excavated area by sandstorm, rain, flood, landslips or from any cause whatsoever such materials shall be removed by the contractor at his own expense.

1.9 Back filling

All materials used as fill shall be to the Architects approval. Filling materials shall be well graded clean stone, Gravel and other approved non-plastic granular material, all not more than 100 mm in any direction and shall be well consolidated in layers not more than 150 mm thick. Final compacting must be done just before concrete is to be laid.

All fill materials shall be compacted at a moisture content appropriate to the material being used. The compacted filling shall achieve a density which shall not be less than 95% of the maximum dry density obtained. Filling shall be free of any wood, organic matter or any other deleterious material.

Sand, soil, gravel etc. from the excavation may be used for back filling of pits and trenches or for making up levels subject to approval of the Engineer – in – charge and subject to selection of proper materials. The contractor shall take instructions of the Architect regarding the location in which each type of excavated material is to be used according to its quality.

In case the excavated materials are not approved for backfilling either totally or in part or if their quantity falls short of the quantity required for filling suitable materials shall be brought to site from an approved source.

1.10 Disposal of surplus

Surplus excavated materials and all excavated materials rejected for backfilling shall be carted at least 1.5km away from the site and spread where directed within the lead of one km by the local authorities / architect/EIC in layers not more than 250 mm thick each layer being adequately watered and rolled or rammed as directed.

1.11 Sweet Earth

The Sweet earth for plantation areas shall be from an approved source and shall be mixed with natural or artificial manure as directed by the Architect.

1.12 Polythene layer

Wherever directed all concrete pours resting directly over prepared soil or hardcore shall be placed over "Shivathene 1000" or equivalent heavy polythene sheeting. All joints in the sheeting shall be double welt folded joints, made by placing the edges and folding over twice.

Placing temporary weights shall hold the folds and the sheets will be protected from damage during concreting operations. All damaged sheets will be replaced. Where necessary the polythene film shall be returned to overlap the damp proof course in walls.

1.13 Measurements

- i) Where excavation is in trenches or from borrow pits in firmly uniform ground measurements of cutting in trenches or borrow pits shall be made to the outer line of building wall.
- ii) Diagonal ridges, cross ridges or dead man shall be left in position shown by the Engineer -in- Charge to enable accurate measurements being taken on the completion of one work where the ground is not uniform or where the site is required to be leveled levels shall be taken before the start of the work and after the completion of the work and the quantity of excavation in cutting computed from these levels.
- iii) Where soil, soft rock and hard rock are mixed the measurements for the entire excavation shall be computed from the levels as described (ii) above.
- iv) Wherever rock excavation is encountered contractor will be paid only up to required level and any extra excavation if carried out due to any reason no payment shall be done for the extra quantity.
- v) Excavation and trenching: All trenches 1 meter or more in depth shall at all times be supplied with at least one ladder for each 30 Mtrs in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Mtr above the surface of the ground. The side of the trenches which are 1.5 Mtr or more in depths shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapse. The excavated materials shall not be placed within 1.5 Mtrs of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall done from top to bottom. Under no circumstances undermining or undercutting shall be done.

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. WHEREAS MISHRA DHATU NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) PO KANCHANBAGH, HYDERABAD (hereinafter referred as “ The Owner / Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No: _____ for supply of _____ (herein after called “the said tender”) to M/s. _____ (herein after called “the said Tenderer(s)”) which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. _____ towards earnest money in lieu of cash.
2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent / Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. WE (Bank Name and Address) further agree that the guarantee herein contained shall remain in full force and effect during the period that would

be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and /or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender(s) or till date: _____ whichever is earlier and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. We (Bank Name and Address), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
8. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., _____ we shall be discharged from all the liabilities under this guarantee

Date: _____

(Bank Name and Address)

Signature of duly
Authorized person
On behalf of the Bank
With seal & signature code

PRE-CONTRACT INTEGRITY PACT**General**

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of Telangana, India hereinafter referred to as the Buyer and the first part, propose to procure ---
-----, hereinafter referred to as Defence Stores, and M/s-----
-----, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this Pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -
 - 3.1 Enabling the Buyer to obtain the desired Defence Stores at a competitive price in conformity with the defined specifications of the Service by avoiding high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization of third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall to use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money / Security Deposit (If applicable)

8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -

(i) Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to

those bidder) s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation:

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond, if furnished by the bidder, shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an office of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would

mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems or Defence stores at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference / in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 Mr. N. Vinod Kumar, Flat No. 401, Laxmiram Trident Apts, Kanta Reddy Nagar, Beside Spencer Market, Pillar No. 125, Attapur, Hyderabad – 500 048 is the Independent External Monitor for Midhani.

12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

13. Examination of Books of Accounts: In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.

15. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The parties hereby sign this Integrity Pact on -----.

BIDDER

BUYER

M/s. Mishra Dhatu Nigam Limited,
(A Govt. of India Enterprise)
P.O. Kanchanbagh,
Hyderabad 500 058,
INDIA.

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

CHECK LIST OF DOCUMENTS TO BE ENCLOSED BY CONTRACTOR IN TECHNICAL BID for "Excavation of Hard Soil / Rock in Wide Plate Mill, MIDHANI",

SL. NO	DESCRIPTION OF PRE-QUALIFICATION CRITERIA	YES ENCLOSED	NO-NOT ENCLOSED
1.	EMD (Rs 3,11,200.00)		
2.	Latest bank solvency for Rs 25.00 lakhs not older than one year from the date of release of this advertisement.		
3.	Details of ESI/PF registration.		
4.	Details of Similar Experience along with Experience certificate in the last 7 years.		
	A 3 similar completed works each costing not less than the amount equal to 40% of the estimated cost. OR B 2 similar completed works each costing not less than the amount equal to 50% of the estimated cost. OR C one similar completed works each costing not less than the amount equal to 80% of the estimated cost. PS: - 1)Experience certificates shall be duly Attested by Gazette officer		
5.	Details of Registration with MIDHANI/CPWD/MES, other state/central govt. PSU's or MNC's or reputed Private Organizations if any.		
6.	PAN number/ GIR number issued by I.T authority		
7.	GST registration number		
8.	Latest income tax clearance certificate or 3 years IT returns or 3 years audited balance sheets duly attested by Chartered Accountant.		
9.	Average Annual Turnover during the last 3 years, ending 31st March 2016, should be at least 30% of the approximate estimated cost of the work		
10.	RTGS details (Bank details for e-payment)		
11.	PRE-CONTRACT INTEGRITY PACT		

Declaration by contractor

1. I have seen the site and understood the full scope of work viz Specifications, drawings etc.
2. I have noted the changes (if any) as per pre-bid meeting and understood the scope of work and I agree to enclose pre-bid meeting minutes along with technical bid, failing which MIDHANI is empowered to reject or consider as per decision of MIDHANI Management. I shall not claim any extra due to self misunderstanding of drawings, specifications etc, what so ever.
3. I agree to return all the documents along with this offer.
4. Any information provided in the bid if found to be false, MIDHANI is empowered to take action against me as per the MIDHANI rules in VOGUE.

CONTRACTOR
SIGNATURE AND SEAL

Note:-The tender application and related documents will be assessed to demonstrate convincingly that the applicant possesses the required experience, together with the technical, administrative and financial capability to perform the Contract and has good performance record in the relevant area. Applicants will not be considered if they have a poor performance record such as: abandoning of works; not properly completing /defaulting contracts, inordinate delays in completing contracts; litigation history, financial failure, etc. Midhani reserves the right to approach its previous clients for the purpose of this Contract.