

 <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O: Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184562, Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref: MDNL/AP/35/ADVT/283/18-19 Date: 21.11.2018 CLOSING DATE: 27.11.2018 TIME : 10.30 Hours OPENING DATE: 27.11.2018 TIME : 11.00 Hours</p> <p>(Single part Bid)</p>
	<p>Your offer should contain the following information:</p> <ol style="list-style-type: none"> 1. Unit Rate and Terms of Price. 2. Validity Period of the offer. 3. Quantity/Trade discount, if any. 4. Delivery Schedules. 5. Mode of Dispatch. 6. Terms of Payment. 7. Taxes applicable with rate/percentage 8. Any other Govt. levies like excise, octroi applicable with rate/percentage.

Dear Sirs,

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

Material / Work Description & Specifications	Estimated Requirement Unit / Quantity	Delivery Required
<p>ANNUAL MAINTENANCE OF GOVERNMENT SCHOOL TOILETS AT DHATU NAGAR & BADANGPET</p> <ul style="list-style-type: none"> • Scope of work: As per Annexure-I • Check list and Contractor Details : As per Annexure-II • General Terms & Conditions : As per Annexure-III <p>All Tender documents mentioned above are to be submitted by you duly signed & stamped along with Techno Commercial Bid. E M D of Rs. 6,000/- by Online Payment as per Annexure-III, Clause No: 17 to be submitted along with your Technical Bid & Price Bid in a sealed cover.</p>	<p>4 Toilet Blocks</p>	<p>Immediate</p>

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably super scribed with Enquiry No. & Due Date and shall be sent to the following address
Additional General Manager (Purchase)
Corporate Office
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.
3. Solvency Certificate as indicated in Check-list may please be submitted along with Techno Commercial bid only.
4. Validity of the offers shall be 90 days.
5. Tenders Bid will be opened Offline only as on date & time indicated above.
6. Taxes & Duties (if any) should be indicated clearly.
7. Payment terms : As per clause no. 13 of Annexure-III
8. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
9. PLEASE MENTION YOUR VALID E-MAIL ID.
10. MIDHANI reserves the right to cancel the tender or change the above tender schedule and also has the right to Accept/reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.
11. **For Technical queries please contact Sri A.R RASHMI (Dy. Manager) ph: 040-24184427 & for Commercial queries please contact Sri K.V SUNDEEP (Manager) Mail ID: sandeep.venkata@midhani.com**

SCOPE OF WORK:

1. The party shall deploy required manpower to maintain the toilet blocks. The consumables such as cleaning materials, Phenyl or disinfectants should be of reputed brand to maintain proper hygiene. The cleaning of toilets should be minimum two times before and after school interval time and any additional cleaning requirement indicated by head master during special occasion. The tenure of contract shall be for a period of twelve (12) months.
2. MIDHANI reserves the right to forthwith terminate the contract in the event of failure to maintain properly the toilets and surroundings etc., under this contract or its performance having been found to be extremely of poor quality.
3. Payment shall be made quarterly on presentation of bills and satisfactory work completion certificate from the concerned school headmaster/Incharge. The payment shall be made within 30 days from the receipt of bills.
4. The party shall have to pay compensation in case if causes loss or damage to any of the toilet-blocks by the persons engaged by them.

CHECK LIST & CONTRACTOR DETAILS

SL. No.	DESCRIPTION OF DOCUMENT	YES	NO	REMARK
1	Enclosed Xerox copy of your firm company/Agency Registration certificate/partners ship deed			
2	Enclosed Xerox copies of GST Registration Number, ESI, EPF and PAN Number (Firm/Organization)			
3	Agreed to MIDHANI standard payment terms			
4	Enclosed Transaction Receipt of EMD payment for Rs. 6,000/-			
5	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
6	List Applicable Taxes clearly			
7	Enclose Techno-Commercial Bid & Price Bid in a sealed cover			
8	Enclosed solvency certificate of value Rs 75,000/- minimum from your Banker. The date of certificate should <u>not be older than 06 months.</u>			

Date:

Signature of Tenderer with seal

B).CONTRACTOR DETAILS

1. Name & Address of the tenderer:

2. Name of the authorized person with designation:

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

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

4. If so furnish details of the license No:

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

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

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

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

7. Details of present contracts in hand with MIDHANI

Name of contract & PO No.	Contract value (Rs.)	Contract Validity	Security Deposit/Details

GENERAL TERMS AND CONDITIONS**1. DEFINITION**

- a. 'MIDHANI' means Mishra Dhatu Nigam Limited, Hyderabad and it's successors in office and In-charge of the division
 - b. 'TENDERER' means the person / Firm / proprietor and it's successors, legal heirs, legal representative etc. submitting quotations in response to the advertisement / tender after accepting all the terms & conditions.
 - c. Words imparting the singular only also include the plural and vice versa where the context requires. Words imparting the persons include firm and corporation and vice versa where the context requires.
 - d. 'CONTRACTOR' means the successful tenderer to whom the work is awarded.
2. The tenders should be valid for a minimum period of 3 months from the date of opening of the tenders. The rates should be quoted in both figures and words Erasers and corrections may be avoided. In case, it is unavoidable, the same may be done with full counter signature of the tenderer on such places.
 3. Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected.
 4. Firmness of price: The quoted prices should be firm during the tenure of Contract / Purchase Order.
 5. **Please confirm whether your firm / Company is registered as MSME unit under Single Point Registration Scheme of NSIC, Part-II of DIC, and if so please furnish proof of registration, without certificate, firm will not be considered as MSME. The MSME/NSIC Bidder to note & ensure that nature of services & goods / Items mentioned in MSME/NSIC certificate matches with the nature of the services & goods/items to be supplied as per tender.**
 6. Acceptance of tender: MIDHANI reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. MIDHANI may also enter into contract parallelly with other sub-contractors for the same job.
 7. The detailed scope of work / supply is given at Annexure-I. Midhani may extend the contract subjected to satisfactory performance by the contractor along with contractor's acceptance to continue with same price and terms, if required.
 8. The required information about tenderer and other details are to be furnished as per Annexure.
 9. Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
 10. The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the labour employed by him under this contract.
 11. Rejections: The order has to be executed as per scope of work. In case any material is rejected due to faulty workmanship, the cost of material as determined by MIDHANI would be recovered from the contractor. The contractor shall engage his own supervisor to supervise the work of his workmen during all the working periods.
 12. Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.
 13. **PAYMENT TERMS:**
Full payment will be made within 30 days after submission of certified bill for the job completed/monthly.

14. DEDUCTIONS AND RECOVERIES:

- a. In the event of Contractor has executed unsatisfactory work or carelessly, recoveries will be made from the Contractor's bills or any other payments due to the contractor or Security Deposit as assessed by In-charge of the work. Decision of Midhani will be final in case of any dispute in this regard.
- b. MIDHANI shall recover the actual expenditure incurred to make good the-
 - Poor quality of work.
 - Damage caused to the neighboring works, surrounding equipments.
 - Damage caused by him and / or persons employed by him either during the course of work or otherwise.
 - From any sums due or may become due from whatever source available in the event of contractor's failure / refusal to do so.

- c. In every case, in which by virtue of the provisions of Sec (12), sub section (1) of the Employee compensation Act, 2010, if MIDHANI is obliged to pay compensation to workmen employed by the Contractor in execution of the work under section-12, sub-section (2) of the said Act, MIDHANI shall be at liberty to recover such amount or any part thereof, by deducting it from the Security Deposit or from any sum due from MIDHANI to the Contractor (s) whether under the contract or otherwise.
- d. MIDHANI shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor (s) and upon his / their giving to MIDHANI full security for all costs for which MIDHANI might become liable to pay inconsequence of contesting such claim.
- e. The Contractor shall indemnify MIDHANI from all liability whatsoever under the Employee compensation Act, 2010 or otherwise in respect of any injury suffered by the staff employed by the Contractor including resultant death of his staff/worker.
- f. The Contractor shall indemnify Midhani other consequential treatment cost incurred.

15. COMPENSATION:

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

16. EMD PAYMENT:

All Indian Bidders are requested to Submit the EMD online through the below 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

If EMD not found enclosed along with Techno-Commercial bid, such offers are liable for rejection. The EMD of unsuccessful tenderer will be returned after finalization of the tender.

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

17. SECURITY DEPOSIT:

The successful tenderer shall furnish to Midhani 10% of contract value by Online Payment as per the details mentioned in Clause 17.0 of Annexure-III, towards Security Deposit to be held by Midhani, valid for the contract period and also 3 months thereafter. The S.D. amount will be returned to the contractor on successful execution of the contract which shall be free of interest. Midhani shall be entitled to adjust from out of the said amount of Security Deposit any dues to the Midhani from the Contractor or his employees.

18. SECURITY:

- a. MIDHANI factory is under security arrangement. The entry / exit into / from the factory premises will be regulated by pass and in plant security checks will be carried out. The Contractor shall take notice of the above security restrictions and comply with the Security arrangements.
- b. The Contractor shall abide by the rules and regulations laid done by MIDHANI and other Security checks existing or may come in existence in future from time to time.
- c. The Contractor and his staff should follow the Security regulations of MIDHANI in force and as amended from time to time. Suitable action will be taken by Midhani including summary termination and / or penal and / or legal action for breach of these security regulations indulged in, by either the contractor or his staff and MIDHANI decision shall be final in this regard.
- d. The Contractor shall be held personally responsible for conduct of his staff and liable for consequential action in case of any misconduct or offence. The Contractor and his staff shall also come under the purview of the Laws of the State, Union and Defence rules and liable to be dealt with suitably in the event of infringement of any of these rules.
- e. The Contractor shall employ his supervisors for effective supervision' of his workmen and for proper execution of the work schedules allotted at his cost.

19. COMPLIANCE WITH ENACTMENTS :

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

- i. The contractor shall comply with all the provisions of Contract Labour (Regulation & Abolition) Act 1970.
- ii. The Tenderer is required to comply with the statutory requirements in relation to ESI and PF for the persons engaged by him to fulfil the contractual obligations. For this purpose, the Tenderer should have the ESI & PF establishment codes. Contractor should possess license

under the provisions of the contract labour (regulation & abolition) Act 1970 issued by Regional Labour Commissioner (Central) and the license should be valid for the term of the contract.

- iii. The provisions of minimum wages act 1948 and payment of wages act 1936 shall be applicable to the workers of the contractor engaged by him for execution of the order and shall pay as per the minimum wages notified by the appropriate Govt. in the official Gazette from time to time and amendment thereof.
 - iv. Industrial Disputes Act, 1947.
 - v. Employee compensation Act 2010 (VIII of 1923) or any other law for the time .being in force.
 - vi. Provident Fund & Misc. provisions Act and Rules thereof, 2010..
 - vii. ESI Act & Rules thereof.& Equal Remuneration Act etc..
 - viii. The Contractor shall provide necessary Insurance Coverage for the Workmen / Staff employed by him.
 - ix. Payment of bonus act 1965 as amended for time to time.
 - x. Any other relevant laws / rules,
 - xi. The contractor shall maintain all registers as per CL (R & A) Act, 1970 and rule made there under and produces the same for inspection as & when required by Midhani or Appropriate Statutory Authorities like labour department etc.
 - xii. Any other labour legislation to be enacted from time to time.
 - xiii. The Contractor shall be held responsible for all liabilities and damages caused on account of poor / negligent / improper workmanship of Jobs carried out.
 - xiv. Appropriate recoveries will be done in such cases. The decision of Shop In-charge will be final & binding
 - xv. Various rules and regulations of MIDHANI.
- b. Social Security:** It is mandatory to implement the social security benefit to the employees working under contractor. The contractor shall comply with the provisions of the ESI Act and EPF & MP act 1952 and get the code no. under Employees provident Fund from PF office. The payment will be released only after submission of the code no. and a copy of the coverage intimation and subsequent payments will be released only on submission of challans and 12A monthly return copy in proof of remittance of provident fund for previous month and you have to furnish ESI establishment code under ESI Act, 1948.
- c. The Contractor Labour (Regulation & Abolition) Act, 1970 or any amendment thereof and all legislations & Rules of the State or any Local Authority framed from time to time. The rules and other statutory obligations with regard to wages, welfare, safety measures etc., will be deemed to be part of the Contract.**

20. SAFETY:

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

21. WEEKLY HOLIDAYS AND PAID HOLIDAYS:

Every workmen employed by the Contractor shall be allowed in each week, a day's rest and statutory holidays with wages as required under the relevant laws.

22. LIQUIDATED DAMAGES:

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

23. PENALTY:

In case of non-performance or delay in the performance, the Contractor is liable for penalty the quantum of which would be decided by the **Midhani** whose decision in this regard would be final and binding and in case the amount of bills & SD are not sufficient for recovery, the contractor shall pay the difference amount from his own resources.

24. INDEMNIFY:

The Contractor shall indemnify MIDHANI from all liabilities whatsoever and also under the Employees Compensation Act or otherwise in respect of any injury suffered by the workmen / staff employed by the contractor, resulting in the death of his workmen / staff or hospitalization or disablement, the contractor shall also undertake to indemnify MIDHANI in case of any financial loss suffered by MIDHANI on account of contravention of the PF & ESI regulations or non-compliance of any other Rules by the contractor where MIDHANI shall become liable on account of his default.

25. TERMINATION OF THE CONTRACT:

MIDHANI reserves its right to terminate the contract without any notice at any time in case of

- a. The bad workman ship of the work.
- b. Damage to other works in progress / surrounding fixtures and equipment.
- c. Slow progress of work or
- d. Any other reason deterrence to the interest of MIDHANI.

26. SHORT CLOSURE OF CONTRACT:

- a) Midhani reserves its right to short close/ terminate the PO for the total quantity or part thereof, under the circumstances viz breach of trust/breach of contract conditions, impossibility of performance, change in market conditions, change in production plan, change in specification, cancellation of order by the end user, etc.
- b) On receipt of intimation of short closure, the contractor shall cease all further work, except for such work as may be specified in the intimation for the sole purpose of protecting that part of the stores already executed. Further, the liability of Midhani in such case will be limited to the extent of the cost as assessed by Midhani, in its opinion, till the point of short closure.
- c) The contractor can short close the contract with giving one month notice along with proper justification for the short closure.

27. DISPUTES:

In the event of any difference/dispute arising under this Tender / Contract, such disputes/differences shall be referred by either Party to the sole Arbitrator, to be nominated by the Chairman and Managing Director, MIDHANI, whose decision shall be final, conclusive and binding on both the Parties. To all such proceedings the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The Language shall be English and the Court and venue shall be Hyderabad.

DECLARATION BY THE TENDERER

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

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

Date:

Signature of Tenderer with Seal.