



**MISHRA DHATU NIGAM LIMITED
P.O.KANCHANBAGH, HYDERABAD
PART – II – TECHNICAL BID**

**CONSULTANCY SERVICES FOR
CONSTRUCTION OF NEW CORPORATE
OFFICE BUILDING , MIDHANI,
HYDERABAD -58.**

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

PURCHASE DEPARTMENT

TENDER NOTICE No: MDN/PUR/AP20211018/ADVT/066/21-22

Date: 30-06-2021

To,

Dear Sir / Sirs,

Sub : CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE OFFICE BUILDING, MIDHANI, HYDERABAD-58.

REF : - 1) TENDER NOTICE No: MDN/PUR/AP20211018/ADVT/066/21-22

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

a)	Tender Notice	Appendix – A	Page No. 3
b)	Tender	Appendix – B	Page No.6
c)	Instruction to tenderers	Appendix – C	Page No.7
d)	General Conditions of contract	Appendix – D	Page No.12
e)	Special conditions of contract	Appendix – E	Page No. 19
f)	Scope of consultancy	Appendix – F	Page No. 20


You are requested to quote Lump Sum amount against the bill of quantities / scope of consultancy of the above tender documents and sign all pages of above appendixes as a token of your acceptance of all conditions therein. The completed tender should be delivered in a sealed cover (Wax sealed) and dropped in the tender box kept at security office of Corporate office at Kanchanbagh, MIDHANI, Hyderabad on or before 10:30 hours on 16-07-2021 addressed to the G.M. (Commercial) and the tender will be opened on the same day at 11.00 hrs. in the presence of Tenderer or his authorized representative, if choose to be present. The technical bid and commercial bid shall be kept in two separate sealed envelopes and both the envelopes shall be kept in another sealed cover. Please mark clearly outside the sealed cover as BID FOR THE WORK OF CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE OFFICE, MIDHANI, HYDERABAD-58.

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

Thanking you,

Yours faithfully,
For MISHRA DHATU NIGAM LIMITED

Signature of the consultant


एम बी इंदु / M. B. Indu
Signature of the Issuing Officer (Sr. Manager, Purchase)

Employer

Contractor

APPENDIX – A**TENDER NOTICE**

Ref : MDN/PUR/AP20211018/ADVT/066/21-22

Date: 30-06-2021

REQUIREMENT OF CONSULTANTS

1. MIDHANI, Hyderabad invites Tenders in sealed cover for CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE OFFICE, MIDHANI, HYDERABAD-58.
2. The job involved preparation of conceptual plan, elevation, 3D image, 3D walk through model, block estimate etc as required by MIDHANI as per the latest technologies.
3. The proposed consultancy for construction of New Corporate office Building shall be preparation of conceptual plans, elevations on four sides N, E,S,W, 3D Walk through model, approximate block estimate for construction after finalization of plan, elevation including electrical, AC, fire, landscape etc. Also, please note that the identified location is adjacent to a small hill. Approximate area of construction proposed is 40,000 sft to 45,000 sft.
4. **Eligibility Criteria:**
The bidder can participate either solely or through a consortium / JV. In case of consortium / JV, a consortium / JV agreement is to be submitted along with the bid indicating the name of the lead partner for consortium & JV, bid to be submitted in the name of JV.

The bidder shall meet all the criteria stipulated hereunder.

Sl.No.	Eligibility Criteria	Documents to be submitted for eligibility criteria
01	Bidder (Sole) / Lead Consortium Partner Should have been established and operating for a period of minimum 5 years prior to the date of Tender.	Certificate of Incorporation issued by Registrar of Companies (OR) Certificate of registration by registrar of Firms (OR) GST certificate in case of Proprietary firms (For prior to July'2017 period, related Tax registration e.g VAT etc
02	PAN Registration No.	Copy of PAN registration no. in the bidder's / consortium / JV partners name issued by Income Tax Authority
03	GST Registration no.	Copy of GST registration no. in the bidder's / consortium / JV partners name enrolled in any state Govt.

04	Average Annual Turnover during the last 3 financial years should be equal to or more than Rs 2.07 lakhs	Audited financial statement of sole bidder / lead partner declaring the annual turnover of last 3 financial years. The balance sheets for the corresponding financial years shall be enclosed.
05	Submission of Bid Security Deceleration form	All Bidders should provide Bid security Deceleration(as per format attached to this tender) accepting that if they withdrew or modify their bids during the period of validity they shall be suspended for a period of 2 years
		In case of MSME unit or having NSIC registration or MSME Unit owned by SC/ST Entrepreneur, latest valid documentary proof to be submitted for availing benefits as per government guidelines.
06	Solvency Certificate	<p>The bidder sole / consortium / JV partners shall submit the following:</p> <p>a) Audited annual accounts. Bidders sole / consortium / JV partners shall have positive net worth in each of the three previous financial years</p> <p style="text-align: center;">“OR”</p> <p>b) latest Bankers Solvency Certificate for Rs 2.76 lakhs issued by Nationalized / Scheduled Bank issued not earlier than 06 months from the date of tender.</p>

07	<p>Experience of Sole Bidder / Lead partner having successfully completed similar completed works, in the last 7 years from the date of submission of this tender.(Estimated value of work is Rs. 6.9 Lakhs)</p> <p>PS: Party may submit bank statement for the payments received against private works of relevant period.</p>	<p>The detailed work order containing BOQ along with experience certificate shall be enclosed by the bidder. In case of experience in private companies, TDS/26AS for the year of work executed to be submitted. Experience of successfully completed similar consultancy works in the last 7 years from the date of tender notice should be either of the following:</p> <p>i. Three similar consultancy works each costing not less than the amount equal to 40% of the estimated value (Rs. 2.76 Lakhs) Or</p> <p>ii. Two similar consultancy works each costing not less than the amount equal to 50% of the estimated value (Rs. 3.45 Lakhs) Or</p> <p>iii. One similar consultancy work each costing not less than the amount equal to 80% of the estimated value (Rs. 5.52 Lakhs)</p>
8	Unconditional acceptance of all Technical, commercial terms and conditions along with corrigendums if any.	Self certified documents by the bidder sole / Consortium /JV partners
9	RTGS details	Bank details for e-payments

5. Duly filled tender documents should reach the G.M. (Commercial), MISHRA DHATU NIGAM LIMITED, P.O. HYDERABAD – 500 058 (T.S.) on or before 09-07-2021, 10.30 hrs. The sealed covers should be clearly marked on the top for the work for CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE BUILDING, MIDHANI, HYDERABAD-58. The tenders shall be dropped at tender box kept at corporate security office, MIDHANI.
6. Tenderer may participate in tender opening with authorization letter.
7. The tenderers shall participate in pre- bid meeting on 08.07.2021 in the office AGM (PMO-cvl) at 14.30 hrs.


 30/6/2021
 Sr. Manager (Purchase)

M B Indu
 (Sr. Manager (Purchase))

APPENDIX – B**TENDER**

To,

The G.M (Commercial)
MISHRA DHATU NIGAM LIMITED,
P.O. KANCHANBAGH, HYDERABAD - 500 058 (T.S.)

Sir,

Sub : SUBMISSION OF TENDER

I/We hereby offer to carry out the work of CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE BUILDING, MIDHANI, HYDERABAD-58.

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

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

a)	Tender Notice	Appendix – A	Page No. 3
b)	Tender	Appendix – B	Page No.6
c)	Instruction to tenderers	Appendix – C	Page No.7
d)	General Conditions of contract	Appendix – D	Page No.12
e)	Special condltions of contract	Appendix – E	Page No. 18
f)	Scope of consultancy	Appendix – F	Page No. 19

I / We further agree / authorize MIDHANI to deduct 5% of running bill / final bill amount from each of bills and I agree for release of the same as indicated in the tender conditions.

I / We further agree to execute all the works referred to in the said documents upon the terms and conditions, contained or referred to therein and as detailed in the above appendices.

Encl : As above

Yours faithfully,
Signature of the Consultant

Witness :

1. Signature :

Name & Address

2. Signature :

Name & Address.

APPENDIX – C

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

INSTRUCTIONS TO TENDERERS

1. The tenderers are required to verify all the tender documents received by them as their completeness in all respects and satisfy themselves before submitting the same. In case of any short receipt of pages or otherwise defective tender pages, the same shall be brought to the notice of the G.M (Commercial) immediate and before opening of tenders. If no such defects are reported, it shall be deemed that the tenderers have received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
2. The tenderers are required to quote their lowest consultancy charges, all-inclusive, as lumpsum amount for the scope of consultancy services.
3. No extra payment is admissible due to any increase in the cost of works as a result of tendering or due to deviations or variations during execution of work or due to escalation in prices of materials and labour or due to reworking designs / modification if any desired by MIDHANI.
4. In case of the scope of work is reduced by the deletion of works / services, the same quoted amount will be valid for the revised/ reduced estimated cost of the work.
5. The Lump sum amount for consultancy charges quoted shall include and shall be deemed to have included all taxes including taxes on works contract service taxes, duties whatsoever leviable under any enactment of the State or Central Govt. or any other local authorities. The service charges shall also include and shall be deemed to have included any other expenses viz. travelling, accommodation etc.
6. While quoting their consultancy charges the tenderers are advised to take into account all factors and contingencies that have bearing on the charges quoted by them, and no claim will be entertained on this account after acceptance of the tenders or during the currency of the contract.
7. Special care should be taken to write consultancy charges in figures as well as in words against the bill or quantity / scope of consultancy services in such a way that interpolation is avoided. In the event of any discrepancy between description in words and figures of consultancy charges quoted by the tenderer, the description in words shall prevail.
8. All entries in the tender, documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
9. The tenderers are required to sign each and every page of the tender documents including the drawings attached if any thereto. All correction in the tender documents must also be signed by the tenderers.
10. Tenders must be submitted in wax sealed covers and should be addressed to the G.M (Commercial), MISHRA DHATU NIGAM LIMITED, HYDERABAD – 500 058, T.S. full name and address of the tenderer and the name of the work should be mentioned on the cover and the sealed tender shall be dropped in the tender box kept at Corporate office security, MIDHANI.

11. The offer along with charges quoted in the tender shall remain valid for six months from the date of opening of tenders.
12. All errors in totaling in the amount column and in carrying forward totals will be corrected and the tendered sum amended accordingly. The tendered sum so altered for the purpose of tender shall be substituted against the sum originally tendered and considered for acceptance instead of the original sum quoted by the consultant.
13. In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or in their absence a person holding power of attorney on behalf of the firm concerned. In the later case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender. The attested and certified true copy (attested only by a Gazetted officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
14. (a) Security deposit : - The successful tenderer has to deposit 3% of contract value as Security Deposit within 21 days from the receipt of order, interest @12% p.a shall be levied for the period of delay beyond 21 days. This 3% Security Deposit can be submitted online through bank (Details given below) 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 3% Security Deposit will be released after completion of work, Site clearance and cleaning by the contractor duly certified by Engineer- In- Charge.

Bank Account Details:

Current Account Name : Mishra Dhatu Nigam Limited
Bank Name : HDFC Bank Limited
Branch Name : Lakdikapul
IFSC Code : HDFC0000021
Account Number : 00210330000440

15. a. R.A Bill / Material advance bill will be paid within 15 days from the date of certification of Engineer-in-charge. However, Final bill will be made within 30 days after satisfactory completion of work and certification by Engineer-in-charge.

b. 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 at the time of final bill in the prescribed format issued by nationalized or scheduled bank and same shall be valid for defect liability period + 3 months claim period.
16. The security deposit as a whole is liable to be forfeited in case the consultant fails to render the consultancy services, in whole or part, and / or causes breach of the Terms & conditions of the contract or abandons the work.
17. The SD amount bear no interest and same will be refunded without any interest .
18. The consultant shall consider and include all his claims as per accepted terms and conditions of the contract in his final bill, which shall construe and mean that the consultant shall not have any other claims whatsoever against MIDHANI other than those indicate in the final bill. "NO DEMAND CERTIFICATE" stating that he has no

- other claims on MIDHANI except the claims indicated in the final bill, should be submitted along with the final bill.
19. MIDHANI reserves absolute right to appropriate, deduct, set off or retain / with hold any amount payable to the tenderer Security deposit under this contract or any other contract or any other transactions against any sum, which in the opinion of MIDHANI is due to MIDHANI whether Subjudice contract or under any contract, deal or transaction whatsoever.
 20. All compensations or other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or become due to the consultant on any account whatsoever. In the event of the security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good the security deposit to the extent of short fall / deficiency by Demand draft in favour of MIDHANI, Hyderabad.
 21. If a tenderer withdraws his offer after submission of his tender, or fails to start rendering consultancy services in accordance with the instructions of the Engineer-In-charge, the Security deposit deducted / deposited by him shall be forfeited without prejudice to any other remedy available to the company under the contract.
 22. MIDHANI, Hyderabad reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent, time for completion may also be reduced to an extent considered appropriate by the Accepting officer. The acceptance of the tender in part mentioned above is at the sole discretion of the Accepting officer and shall be binding on the consultant.
 23. Conditional and un-witnessed tenders, tenders containing freak rates and amount, tenders, which are incomplete or otherwise considered defective and incomplete or otherwise considered defective and tenders not in accordance, with the tender condition laid down by the Accepting officer are liable to be rejected.
 24. Tenders not submitted in the prescribed forms are liable to be rejected.
 25. The tender notice and other correspondences connected thereto shall be deemed to form integral part of the contract to be entered into for the consultancy services.
 26. On acceptance of the tender, name of the accredited representatives of the consultant who would be responsible for taking instructions from Engineer-In-Charge shall be communicated in writing by the consultant.
 27. The acceptance of the tender, will rest with the Competent Authority and reserves to himself the authority to accept or reject any or all tenders without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
 28. The consultant's responsibility under this contract shall commence from the date of acceptance of work order. The schedule date of completion of this consultancy contract will be within 2 months. The consultant will have to plan his consultancy services accordingly. the consultant shall take into account the likely delay for any reason whatsoever, and in the event of any such delay, the consultant shall continue to render all services as per the contract being the scheduled period and will be continued to be under the obligation and until the work is completed in all respects at no extra cost.

29. After award of work, the consultant shall not increase his quoted consultancy charges in case the accepting officer negotiates for reduction of consultancy charges for omissions / additions in the scope of work. Such negotiations shall not amount to be cancellation or withdrawal of the original offer and the consultancy charges originally quoted shall be valid for a period of 6 months from the date of opening of tenders.
30. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by consultant who resort to canvassing will be liable to be rejected.
31. Tender(s) who would be successful in getting consultancy services contract would be ineligible to be considered in their own name, or in the name of any of their Division and / or associates / group of companies / firm for participation of construction contracts for which consultancy services are rendered by them.
32. The tender documents issued to any tenderer are not transferable.
33. These instructions to tenderers shall be deemed to form an integral part of the contract.
34. Several documents forming the contract are to be taken as mutually explanatory to one another, and, if there are varying or conflicting provision made in any of the documents forming part of the contract, the Engineer in charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.
35. Income tax / statutory levies as amended or as may be levied from time to time shall be deducted at source.
36. The consultant shall accept full responsibility for the structural soundness of the designs and other details furnished by them. The consultant shall also compensate MIDHANI for any lose or damage caused to MIDHANI by reason of any defect or deficiency in the design / detail / furnished by them or by reason of ambiguity or lack of clarity in tender documents.
37. Recoveries shall also be effected from the consultant on account of any over payment / overestimate due to consultant's mistake, detected at any stage as a result of technical examination, audit study, vigilance inspection / investigation at any time.
38. Recoveries shall be effected from the consultant on account of any losses suffered under the provision on section – 73 of the Indian Contract Act 1982/Law applicable as amended from time to time.
39. The consultant shall be liable to be debarred from the future engagement for a specified number of years or total bar depending on the gravity of the lapses.
40. In case of any professional misconduct on the part of consultant, MIDHANI will refer the matter to the council of Architecture, New Delhi for appropriate action under section 30 of the Architect Act 1972 (Central Act No. 20 of 1972) / law applicable and amended from time to time or any authority concerned.
41. The consultant shall strictly adhere to the provisions of the Architecture (Professional conducts) Regulations, 1984, incorporated under the Architecture Act, 1972.
42. Latest IT clearance certificate or last 3 years I.T. Returns or audited balance sheet for the last 3 years duly self attested shall be submitted along with the tender.

43. The Consultant shall have visited the site of the work and ascertained there from all conditions and information pertaining to his work prior to conclusion of the contract. No claim shall be permitted arising from non-fulfillment of this condition. The Consultant shall also be deemed to have ascertained all special local and national standards, regulations, customs etc. which may affect his design, schedule, choice of supervisory personnel etc. prior to submission of his offer. No claims for extra payment shall be entertained on this amount.

I ACCEPT THE ABOVE


30/6/2021

SIGNATURE OF THE OFFICER
ISSUING THE TENDER DOCUMENTS

SIGNATURE OF THE CONSULTANT
/ TENDERER

एम बी इन्दू / M B Indu
वरिष्ठ प्रबंधक(क्रय)/Sr.Manager(Purchase)

APPENDIX – D**GENERAL CONDITIONS OF CONTRACT****CHAPTER – I****DEFINITIONS: -**

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

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

a)	Tender Notice	Appendix – A	Page No. 4
b)	Tender	Appendix – B	Page No.5
c)	Instruction to renderers	Appendix – C	Page No.6
d)	General Conditions of contract	Appendix – D	Page No.12
e)	Special conditions of contract	Appendix – E	Page No. 20
f)	Scope of consultancy	Appendix – F	Page No. 21
g)	Proforma of Bank Guarantee	Appendix – G	Page No. 26

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

- b) "TENDER DOCUMENTS" means the Appendix A to F as aforesaid given to the consultants for the purpose of preparing their tenders.
- c) "THE CONTRACT SERVICES" means the services described in the tender documents / consultancy contract and in individual work order issued from time to time to the consultant including all modifications, additional services and obligations to be carried out either at site or at the consultant's work places or other places as required for the performance of the contract.
- d) "THE SITE" means the land and other places on, in or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.

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

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

2. SUB – CONTRACT

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

3. LAW GOVERNING THE CONTRACT :

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

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

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

5. JURISDICTION :

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

6. ARBITRATION :

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

The sole arbitrator to whom the matter is originally referred being transferred or vacating his / her office or being unable to act for any reason, such Chairman & Managing Director / Addl. General Manager as aforesaid inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such

person shall entitle to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the Provisions of the Arbitration & consolation Act 1996, or any statutory modification or reenactment thereof and the rules made there under arbitration proceedings under this clause.

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

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

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

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

The venue of arbitration proceedings shall be at Hyderabad.

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

7. LIQUIDATED DAMAGES :

If the consultant fails to render or complete the consultancy services within stipulated time, liquidated damages at 1% per week delay or part there of up to maximum of 10% total value of work will be deducted.

If the delays are not solely attributed to the consultant, the competent authority holds the right to waive off the L.D or reduce the L.D as the case may be.

8. Cancellation Of Contract For Unsatisfactory Performance:

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

9. CANCELLATION OF CONTRACT FOR CORRUPT PRACTICES :

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

If the consultant

- a) Offers or gives or agrees to give to any person in MIDHANI service any gift or consideration of any kind as an inducement or reward for doing or for bearing to do

or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for MIDHANI ; or

- b) Enters into a contract with MIDHANI in connection with which commission has been paid or agreed to be paid by his or with his knowledge unless the particulars of any such commission and the terms payment thereof have previously been disclosed in writing to the Accepting Officer ; or
- c) Obtains a contract with MIDHANI as a result of ring tendering or by non – bonafied method of competitive tendering without first disclosing the fact in writing to the Accepting Officer ; or
- d) Misrepresents any fact while tendering for any work or create conditions favorable for acceptance of his tender.

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

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

If the consultant :

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

11. CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONSULTANT :

- a) If the consultant makes default in commencing the services within a reasonable time or within the time specified, or if; the consultant in the opinion of MIDHANI during the currency of the contract makes default in completion of civil, INTERIOR WORKS etc.

of the project or progress of the services is slow, or the services as poor of if the consultant fails to comply with any of the terms and conditions of the contract, or fails to complete the services in part or full or fails to achieve the progress as set out under the contract or abandons the contracts or otherwise commits any breach of contract, MIDHANI will cancel the contract as a whole or in part without any prior notice to the consultant at the sole cost, risk and expense of the consultant and get the balance services executed either by another consultant or through any another agency / agencies as deemed fit. In such an event, the consultant shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by MIDHANI.

- b) In the event of cancellation of contract as above and the completion of the consultancy services either by MIDHANI or by another consultant or through any other agency / agencies, if the cost of completion works out less than the cost under this contract, the advantage shall accrue to MIDHANI.

12. CANCELLATION OF CONTRACT FOR DEATH ETC. :

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

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

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

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

14. ORDERS UNDER THE CONTRACT AND COMMUNICATION OR ORDERS :

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

15. TERMS OF PAYMENT :

Total fee will be paid. Further, this payment is staggered in the following stages:

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

1. Stage –I : 30%(Thirty Percent) of consultancy fees within 15days from the date of submission of plans of each floor, elevations of all four sides.
2. Stage –II : 35% (Thirty Five percent) of consultancy fees within 15 days from the date of submission of 3D image & 3D walk through model.
3. Stage –III: 35% (Thirty five percent) of consultancy fee within 30 days from the date of submission of block estimate including civil, electrical, HVAC, firefighting & landscape details.

16. MODE OF PAYMENT TO THE CONSULTANT :

All payments to be made to the consultants under this contract shall be net payment after deduction of statutory levies / Taxes etc and made by RTGS. RTGS Details of consultant shall be provided along with tender documents.

17. DEFECTIVE SERVICE :

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

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

18. Vulnerability Atlas of India

Clause: Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT —wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation staae.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers. engineers, architects, planners, public etc. to ascertain proneness of any city/location site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

it is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes.
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal District wise Probable Max. Precipitation

APPENDIX – E**SPECIAL CONDITIONS OF CONTRACT**1. **PAYMENT / COPY RIGHTS :**

The consultant shall fully indemnify MIDHANI, and its servants, or employees against any action claim or proceedings relating to infringement or the use of any patent, copy right or design or any alleged provided by him / their firm. In the event of any claims being made or action brought against MIDHANI, servants or employees of MIDHANI in respect of any of the matters aforesaid, the Consultant shall immediately be notified thereof for taking necessary action to indemnify MIDHANI, servants or employees of MIDHANI.

2. **SECRECY :**

The consultant shall take all steps necessary to ensure that all persons employed on any work in connection with the contract have noticed that the Indian Officials Secrets Act 1923 (XIX 1923) applies to them and will continue so as to apply even after the execution of such works under the contract.

3. **INSURANCE IN RESPECT OF DAMAGE TO PERSONS & PROPERTY :**

The consultant shall indemnify MIDHANI against all claims which may be made against MIDHANI by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.

4. **PRICE ESCALATION :**

The consultancy charges accepted under this contract are conclusive and final and no price escalation in the contract rates / consultancy charges, shall be entertained either during the contract period or during the extended period of the contract, which may be due to any reasons whatsoever.

5. **Guarantee for design of structure**

Consultant guarantees that the services as specified / described under the scope of Consultant, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian codes, Regulations and International standards wherever applicable, for the purpose (S) specified, free from defects and suitable for respective used intended. .

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

MIDHANI

Signature of Consultant

Appendix – F

**SCOPE OF CONSULTANCY SERVICES FOR CIVIL, ARCHITECTURAL WORKS
INVOLVED IN CONSTRUCTION OF NEW CORPORATE BUILDING, MIDHANI,
HYDERABAD-58.**

1. PLANNING & DESIGNING :

- a) Survey of the sites of construction and study of conditions and layout schematics and line diagrams as may be required for planning and designing.
- b) Preparing and supplying overall conceptual plans, floor plans, Elevations of all four sides N,E,S,W, including sufficient No. of schematic plans as per MIDHANI requirement for final approval / acceptance of MIDHANI.
- c) Preparation of detailed 3D Image & 3D walk through model, approximate block estimate for construction after finalization of plan, elevation. This shall also include electrical, AC, fire , landscape etc.
- d) Approximate area of construction proposed is 40,000 sft to 45,000 sft which shall comprise of 6 floors.
 - i. **6th floor** : The top floor shall contain CMD secretariat , CMD chamber, anti room, attached wash room, CMD secretary staff room, waiting lounge, CMD mini conference hall, Board meeting room with attached wash rooms, general wash rooms(Gents/ladies) for visitors & staff, pantry room for CMD office.
 - ii. **5th floor**: This floor shall accommodate for Four directors : Director (Finance), Director(Production), Director (Marketing) & CVO. This includes a common pantry, Four Mini conference halls, waiting lounge, accommodation for staff, general wash room(Gents & ladies) for visitors and staff, attached wash rooms for Directors chambers etc.
 - iii. **4th floor** : This floor shall contain Finance Department accommodating 60 officers, a separate room for 6 No's government auditors, 04 No's statutory auditors, 04 No's internal auditors, conference hall, exclusive record room, general wash room(gents & ladies) for visitors & staff.
 - iv. **3rd floor** : This floor shall contain Purchase Department & Marketing departments with staff 40 members in each department .
Also, Facility shall be given for Purchase & Marketing department for record room separately, visitor room, conference hall, pantry room, tender section, general wash room(gents & ladies) for visitors & staff.
 - v. **2nd floor** : This floor shall contain
 - a. HR Department – 30 officers& staff to be accommodated
Also, Facility shall be given for record room ,small visitor room, conference hall, pantry room, general wash room(gents & ladies) for visitors & staff.
 - b. Vigilance departments with 10 members officers & staff to be accommodated with exclusive record room.
 - c. Company Secretary with 5 members officers & staff to be accommodated with exclusive record room.

vi. **1st floor** : This floor shall contain a Conference hall with 75 members capacity with attached wash rooms, large screen display, modern audio/video system.

Also, a separate canteen facility of capacity 50 members for officers & 60 members for non executives along with Dining hall, modern kitchen, rest room, store room, refrigerator room, gas bank room & wash rooms separately for officers & staff.

Also, Exclusive visitor lounge with reception to accommodation for 15 members to be considered.

Apart from the above, a minin meeting hall with 6 member capacity, general wash room (gents & ladies) for visitors & staff to be considered

Also, DAK section of 10 member staff to be accommodated.

vii. **Lower floor** : This floor shall contain genral record room, Company drivers room, DG set room, Fire fighting room, domestic & area pump room, genral wash rooms (gents & ladies) for visitors & staff.

Details of staff is enclosed in Annexure.

e) Salient features of Civil / Structural works are enclosed at Appendix –I & II.

Appendix – I

1. The consultant shall furnish three (3) sets of design drawings for proof check of MIDHANI.
 - a) Preparation and submission of preliminary schedule design , Drawings, consisting of layout, plans, section, single line diagrams, schematics elevations of buildings / services for approval of MIDHANI. These details shall require to be submitted to MIDHANI within (4) weeks from the date of issue of acceptance of purchase order.
 - b) Subsequent to finalization of conceptual plan, 3D walk through model & 3D image etc to be submitted to MIDHANI within 4 weeks from the date of approval of schematic plan from MIDHANI.
 - c) Block estimate to be submitted to MIDHANI within 1 week from the date of submission of 3D walk through model.
2. The SBC of soil for the building will be given by MIDHANI at the time of signing of agreement/work order.
3. All plans, layouts, reflecting all details and requirements specifications, drawings for the said works shall confirm to various rules and regulations framed by Government / statutory authorities.
4. The consultant shall also submit one set of architecturally furnished drawings / Perspective views of all buildings / structures proposed for construction for display, before the commencement of civil works.

Appendix – II**Salient features involved in involved in construction of proposed New Corporate office building.**

1. The scope of consultant starts from site survey .
2. The consultant shall prepare at least two alternatives viz 3D walk through model plan, Architectural elevations, section details as per the standard practice prescribed in IS code for approval of MIDHANI.
3. Landscape drawings, Architectural elevations, 3d image etc shall be provided by the consultant before finalization of block estimate.
4. All the drawings, block estimates for civil, interior, landscape, electrical, HVAC, fire, etc prepared by Consultant shall be approved by MIDHANI committee .
5. The consultant shall make use of local materials available to maximum extent to arrive economical project cost.

-PS:- The above requirements are tentative the consultant shall interact with MIDHANI officers and collect data before finalization of plans

Signature of Consultant

A. GENERAL :-

1. Site plan in the plant general lay out.
2. List of officers/employees to be accommodated in corporate office.



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

PART – II – COMMERCIAL BID

**CONSULTANCY SERVICES FOR
CONSTRUCTION OF NEW CORPORATE
OFFICE BUILDING , MIDHANI,
HYDERABAD -58.**

PURCHASE DEPARTMENT

MDN/PUR/AP20211018/EADVT/066/21-22

Date : 30-06-2021

To,

Dear Sir,

Sub: - "CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW CORPORATE BUILDING, MIDHANI, HYDERABAD -58"- Reg.**PRICE BID FORMAT:**

SL.NO	DESCRIPTION	FEES
1	Consultancy services including preparation of conceptual plan, all four sides elevations, 3D image, 3D walk through model, approximate block estimate for civil, electrical, HVAC, fire fighting, landscape etc..as detailed further in scope of work enclosed in technical bid for CONSTRUCTION OF NEW CORPORATE BUILDING.	

Note :

1. Consultant shall indicate the Lump sum amount against above said work.
2. Payments to the consultant shall base on the value of work order. No extra payment is admissible due to any increase in the cost of works due to deviations or variations during execution of work or due to escalation in prices of materials and labour or due to reworking designs / modifications if any desired by MIDHANI.
3. In case of any discrepancy between works and figures in percentage quoted above, the quoted rates written in words shall prevail.
4. The scope of work for consultancy, terms of payment and other conditions are detailed in Technical bid
5. Income tax / other deductions as per statutory provisions shall deduct at source.
6. Consultant has to make their own arrangement for transport for the entire works.
7. The site plan enclosed is only indicative. The consultant has to make independent designs, drawings etc for the proposed corporate office.
8. The consultant is required to study all the pages of this document before quoting.
9. **Note to Suppliers regarding Invoice and related payment conditions:**
 - a) The GST invoice to be submitted by supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
 - b) Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other

Employer

Contractor

relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.

- c) Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
- d) Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
- e) If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B(It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
- f) If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
- g) In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

Note : -

By signing this page the tendered is hereby agrees to abide by all the terms & condition of these tender documents including the technical these tender documents including the technical bid and the conditions thereon.

Enclosure : -

- 1) Site Plan – one sheet

MIDHANI

CONSULTANT

Employer

Contractor

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for the previous financial year does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law").

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,
For M/s.....

Authorized Signatory Name:
Designation:
Stamp:

Annexure-B

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby confirm that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) was not more than prescribed limit for Quarterly filing and we are anticipating that turnover for the Current Financial year also will be within the prescribed limit. Hence, we opt to file GSTR-1 and GSTR-3B returns on a Quarterly basis for the Financial year 2020-2021(January 2021 onwards). We are hereby agreeing to file GSTR-1 and GSTR-3B on or before due dates as per provisions of GST Act and Rules thereunder. In case we revise option / required to file GSTR-1 and GSTR-3B on monthly basis, same will be intimated immediately and complied with.

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall file returns compliance with the provisions of GST Act or rules made thereunder.

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

Our GST details as per GST Registration certificate are as below:

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,
For M/s.....

(Authorized Signatory)

Name:
Designation:
Stamp:

Corporate Office Staff (as on 6.2.21)

Cadre	Designation	C&MD Sectt	D(F) Sectt	F&A	Vigilance	Comp. Sectt	HR	Marketing	Purchase	SPG	DAK	Grand Total
Directors	Chairman & Managing Director	1	0	0	0	0	0	0	0	0	0	0
	Director (Finance)	0	1	0	0	0	0	0	0	0	0	0
	Chief Vigilance Officer	0	0	0	1	0	0	0	0	0	0	0
Executives	General Manager	0	0	0	1	0	1	1	1	0	0	0
	Addl General Manager	0	0	2	0	0	0	2	0	0	0	0
	Dy General Manager	0	0	2	0	0	2	3	3	0	0	0
	Sr Manager	0	0	2	0	0	0	1	1	0	0	0
	Manager	0	1	6	1	1	1	3	3	0	0	0
	Dy Manager	0	0	4	0	0	3	3	1	2	0	0
	Asst Manager	0	0	3	1	1	0	0	0	0	0	0
	Jr Manager	0	0	0	0	0	0	0	0	0	0	0
	Sr Eng Gr-III/Sr Exe Gr-III	1	0	0	0	0	0	0	0	0	0	0
	Sr Eng Gr-II/Sr Exe Gr-II	0	0	1	0	0	1	0	1	0	0	0
NUS	Eng Gr I/Exe Gr-I	0	0	0	0	0	0	0	0	0	0	0
	Jr Eng/Ir Exe	0	0	0	1	0	0	0	0	0	0	0
	Sr Office Superintendent	0	0	0	0	0	1	0	0	0	0	0
	Jr Asst B	1	0	2	0	0	1	2	2	0	0	0
	Jr Asst A	2	1	4	1	1	3	4	3	0	1	0
	Jr Asst	0	0	3	0	0	2	0	0	0	0	0
	Sr Office Attendant	0	0	0	0	0	1	0	0	0	0	0
	Attendant	1	1	0	0	1	0	1	0	0	1	1
	Contract	1	1	7	1	0	2	1	4	0	5	0
			5	36								
	Total	7	41	7	4	18	21	19	2	7	126	

