



MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

P. O Kanchanbagh, Hyderabad – 500058, TS, India.

Corporate Identity Number : L14292AP1973GOI001660

Phone: 040-2434001 (10 lines), 2418 4348, Fax: 040 – 24340764

e Mail ID: kmukesh@midhani-india.in

website: www.midhani-india.in



1	ORGANISATION	Mishra Dhatu Nigam Limited
2	DEPARTMENT	Purchase
3	TENDER REFERENCE NUMBER	MDN/PUR/AP20241008/EADVT/154/24-25
4	NAME OF WORK	Painting works at Guest house, MIDHANI Kanchanbagh
5	ESTIMATED COST	Rs. 11.02 Lakhs
6	EARNEST MONEY DEPOSIT	Nil
7	BIDDING TYPE	OPEN TENDER
8	BID CLOSING DATE	04.07.2024
9	BID VALIDITY	90 Days
10	OFFICER INVITING BIDS	AGM (I/c Purchase)
11	BID OPENING AUTHORITY	AGM (I/c Purchase)
12	ADDRESS	MISHRA DHATU NIGAM LIMITED PO - Kanchanbagh HYDERABAD - 500058
13	CONTACT DETAILS	For any Technical clarifications please contact Sri Manoj Kumar Shukla Ph. 040-2418 4460

e-TENDER NOTICE

1. Tenders are invited on-line on the website <http://eprocuremidhani.nic.in> from the eligible bidders having Class III, Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. For Digital Signature Certificate (DSC) issuer details Please refer www.cca.gov.in website, FAQ- How do I get a Digital Signature Certificate (DSC) ?.

For supply of the following items:

Sl. No	MATERIAL Description & Specification	Estimated Requirement		Delivery Required
		Quantity	Units	
1	Painting works at Guest house, Midhani	As per BOQ	As per BOQ	As per Tender Document

2. Time Schedule of Tender

Sl.	Particulars	Date (DD/MM/YYYY)	Time (Hrs. Mins)
a	Published date	07.06.2024	18:00
b	Bid submission end date	04.07.2024	11:00
c	Bid Opening date	05.07.2024	11:00

DOCUMENTS TO BE UPLOADED BY THE BIDDER

Technical Bid in COVER ONE		
Sl No	File Type	Document Description
1	.pdf	TECHNO-COMMERCIAL BID
2	.xls	ATC(AGREED TERMS AND CONDITIONS)
3	.pdf	OTHER IMPORTANT DOCUMENTS AS PER TECHNICAL BID (PART-I)

Technical Bid in COVER TWO		
Sl No	File Type	Document Description
1	.xls	PRICE BID (BOQ- BILL OF QUANTITY)

3. INSTRUCTIONS TO THE TENDERS

- a. The Tender has to be submitted in TWO BID SYSTEM failing which the tender will be liable for rejection. All technical matters, Testimonials, credentials, commercial conditions has to be mentioned in Cover-I i.e. Technical Bid and Price has to be mentioned in Cover-II i.e. Price Bid (BOQ).(Note: The other commercial terms & conditions of your quotation/offer should be mentioned in techno commercial bid i.e. cover -I which will be downloaded and upload the same in cover-I). All bids are to be submitted on-line on the website <http://eprocuremidhani.nic.in> **No bid shall be accepted off-line.**
- b. No consideration for wrong entries/errors will be allowed and firms are advised to carefully indicate

the applicable taxes and duties amount.

4. Technical Bid: Technical bid containing the technical parameters for tendered item will be in PDF format and will be downloaded by the bidder and he will furnish all the required information in PDF file. Thereafter, the bidder will upload the technical bid of the quoted item in PDF file during bid submission. Non-compliance of any one specification parameter of the item will disqualify the bidder in that item. The Technical specification which is incomplete and not submitted as per instruction given above will be rejected.

5. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote inclusive of GST, Taxes & duties etc. for all the offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in respective folder. The Price-bid will be in Percentage BOQ format and the bidder shall quote for all the tendered items and the L-1 will be decided for overall items. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction will be rejected.

6. The "General Terms & Conditions" as mentioned in the NIT shall form an integral part of the NIT and will also form a part of the Orders placed against this tender.

7. Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal <http://eprocuremidhani.nic.in> with valid Digital Signature Certificate (DSC) of Class III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of the Bidders on the portal will be free of cost and one time activity only.

b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

c. In case the Tender Committee finds that there is some error/omission in scanning & uploading the Technical Cover document by a bidder, the same will be specified on-line under shortfall documents by Evaluator normally within short duration of Technical-bid (Part-I) opening, indicating the start date and end date giving specific time for on-line submission by bidder. The bidder will get the intimation about this through a standard system generated e-mail and will re-upload the same within specified period. No additional time will be allowed for on-line submission of document.

8. Modification and Resubmission of bid : The bidder may modify and resubmit the bid on-line as many times as he/she may wish, only before the deadline of submission of tender.

9. Firm Price: Price quoted shall be firm and fixed till complete execution of order.

10. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

11. The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dashboard on-line. On receipt of Letter for

Acceptance (LOA)/Work Order of the tender issued by the MIDHANI, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the MIDHANI, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the MIDHANI.

12. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

13. Currencies of Bid and Payment: The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

14. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, MIDHANI shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

15. One Bid per Bidder: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

16. Laws Applicable: The Contract (order) placed covered by this tender shall be governed by the laws of Government of India for the time being in force.

17. Force Majeure: a) Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfill this agreement partially or wholly shall be regarded as force majeure and shall include causes such as Act of God, War Fires, Floods, Epidemics, Quarantines , Govt. Restrictions Strikes, Earth Quake. etc.

b)The occurrence of case of force Majeure shall be notified by the party affected by it to the other party immediately by cable/fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade/Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be . The same procedure shall be observed when the case of force majeure ceases.

18. The MIDHANI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

GENERAL GUIDELINES AND PROCESS FLOW FOR
E-TENDER CUM AUCTION:

General guidelines and Process Flow for Tender cum Auction, if applicable are as under :-

- a. e-Reverse Auction will be initiated after opening of price bids, as specified by Tender Inviting Authority (TIA) as detailed above.
- b. There will be no participation fees for e-Reverse auction.
- c. Upon opening of the price bids, a reverse auction platform will be created, displaying only the overall L1 price received (landed Price).
- d. L-1 Landed price/cost to the company will be the start bid price for tenders Goods. Bidder has to bid the landed price to MIDHANI in the reverse auction. L1 Price will be inclusive of GST, Taxes etc.
- e. The L1 price/start bid price is Landed / cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder shall have to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.
- f. The L-1 Bidder after the reverse auction has to submit the breakup of Landed Price in the shortfall document. The detailed breakup of offered landed price uploaded by the bidder shall be considered and order if place shall be with the same breakup of prices. The L-1 bidder after reverse auction will be responsible to ensure that Landed rate as per the breakup of prices provided by him after the reverse auction & L-1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and it will attract penal action. While giving breakup, the bidder will have to consider the same rate of taxes and duties as quoted while submitting the e-Price bid. In case the L-1 bidder fails to submit the breakup of landed price within 02 days, MIDHANI shall be at liberty to place order on the basis of breakup of the e-price bid submitted by the bidder along with the initial offer and same shall be binding on the bidder.

- g. The decrement will be 0.5% minimum of the start bid price rounded off to the nearest rupee. The reduction shall have to be made as per decrement value or in multiple thereof.
- h. Initial period of reverse auction will be two hours (Start date & time of auction shall be intimated online after opening of Bid). There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- i. System protects bid and bidder information till auction gets over and displays current L1 price only to the bidders.
- j. System provides bidder details along with bid documents at the end of reverse auction process.
- k. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

- l. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- m. Since, e-reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- n. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
- o. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- p. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

- q. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by MIDHANI will form a binding contract between MIDHANI and the bidder for entering into a contract.
- r. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- s. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder.
- t. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- u. Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.



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

**Part-I (TECHNICAL BID)
(REVERSE AUCTION)**

**“PAINTING WORKS AT GUEST HOUSE,
MIDHANI”**

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad

Tender Notice No: MDN/PUR/AP20241008/EADVT/154/24-25 Date: 07-06-2024

Two part tender is invited on behalf of Mishra Dhatu Nigam Ltd Hyderabad, (MIDHANI) for the work of “Painting works at Guest house, MIDHANI”.

Particulars of the tender are:

Estimate cost : Rs 11.02 Lakhs

Earnest Money Deposit (EMD) : NIL

Contract Period : 60 days(staggered)from the date of site handover for said works.

The tender document can be downloaded from <http://eprocureMIDHANI.nic.in>, or www.midhani-india.in, from 07-06-2024 till 10:30 hrs of 04-07-2024. Tenders will be received up to 10.30 hrs on 04-07-2024 and part-1 (Technical Bid) will be opened on 05-07-2024 at 11.00 hrs. & price bid will be opened later. 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 bank. 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/AP20241008/EADVT/154/24-25 Date: 07-06-2024

MIDHANI, Hyderabad invites tender for the work of "Painting works at Guest house, MIDHANI". Tenders to be submitted by 10.30 hrs on 04-07-2024 Part-1 (Technical Bid) will be opened at 11.00 hrs on 05-07-2024 through open tender in e-procurement mode with reverse auction.

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

Tender Notice No: MDN/PUR/AP20241008/EADVT/154/24-25 Date: 07-06-2024

Two part tender is invited on behalf of Mishra Dhatu Nigam Ltd., Hyderabad, (MIDHANI) for the work of “**Painting works at Guest house, MIDHANI**” from reputed contractors who are qualified, proven having similar experience.

1. The estimated cost of work is Rs 11.02 Lakhs. However, this estimated cost is only indicative & serves as rough guide to the tender.
2. Contract period: 60 days (staggered) from the date of site handover is required for said work.
3. Chairman & Managing Director, MIDHANI shall be the accepting authority of this Contract.
4. **Eligibility Criteria:**

The bidder shall meet all the criteria stipulated hereunder.

S. 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 at least 05 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 3.31 lakhs	Audited financial statement of sole bidder / lead partner declaring the annual turnover of last 3 financial years shall be enclosed.
05	Submission of Bid Security Deceleration form	All Bidders should provide Bid security Deceleration (as per format attached to

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		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) Bidders sole / consortium / JV partners shall have positive net worth in each of the three previous financial years. Audited balance sheets for last 3 financial years shall be enclosed.</p> <p style="text-align: center;">“OR”</p> <p>b) latest Bankers Solvency Certificate for Rs 4.41 lakhs issued by Nationalized / Scheduled Bank issued not earlier than 06 months from the date of tender.</p>
07	Experience of Sole Bidder / Lead partner having successfully completed similar completed works., in the last 7 years from the date of this tender notice	<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.</p> <p>Experience of successfully completed similar works during last 7 years from the date of tender notice should be either of the following:</p> <p>i) Three similar completed (miscellaneous civil works)/painting works costing not less than the amount equal to 40% of the estimated value mentioned in the tender notice / Or</p> <p>ii) Two similar completed (miscellaneous civil works)/painting</p>

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Contractor

		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 (miscellaneous civil works)/painting works each costing not less than the amount equal to 80% of the estimated value mentioned in the tender notice.
08	Registration of ESI & PF	A copy of ESI & PF registration details in the name of bidder sole / Consortium / JV partners
09	Unconditional acceptance of all Technical, commercial terms and conditions along with corrigendums if any.	Self certified documents by the bidder sole / Consortium / JV partners

5. The tenders shall be submitted in online for part-I and part-II. i.e Technical bid & Price bid and the same shall be uploaded in the MIDHANI portal on or before 04-07-2024 up to 10.30 hrs. Tenders received late will not be considered and will be rejected.
6. **Technical Bid (Part -1)** will contain mainly:
 - a. Credentials of contractor (as specified in the above clause –4(a)-eligibility criteria) along with “Technical bid”.
 - b. Latest Original Bank solvency (not older than six months from the date of this NIT) worth Rs. 4.41 lakhs from any Nationalized/ Scheduled Bank shall be enclosed in original. (Also period of validity to be mentioned for 06 months).
 - 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.
7. **“Price Bid” (Part -2)** : The tenderer shall indicate his offer of quotation for above mentioned work on item rate basis in the price bid attached and shall submit online in MIDHANI portal along with technical bid.
8. **The TECHNICAL BID** will be opened at 11.00 hrs on 05-07-2024 & **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.

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9. 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.
10. 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.
11. a) This is an item rate contract and the bidder has to quote price for all items viz price + taxes + GST + Cess. The accuracy shall be up to two decimals for executing works indicated in scope of work, salient features mentioned elsewhere in tender.
b) The estimated value of work is Rs 11.02 Lakhs.
12. 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.
13. 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.
14. 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.
15. MIDHANI reserves the right to reduce the scope of work without any compensation to contractor and contractor has to work at quoted rates for the reduced scope of work.
16. The rate quoted shall indicate all the levies/taxes, GST 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.

17. 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 Bid security by the tenderer will be applied by MIDHANI.
18. 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
19. All documents relating to the Bid shall be in the English language
20. 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.
21. The tenderer shall attend **Pre-bid** on 20-06-2024 at 11.00 am through Video Conference. The link for video conference shall be intimated one day prior to pre-bid meeting date. Interested parties may request for weblink for video conference at least two days in advance to date of meeting through email. Also parties can discuss on telephone and raise query by mails before pre bid meeting and at least one week before submission of bids.
 - a) The Bidder or his officially authorized representative is invited to attend a pre-bid meeting.
 - 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. Corrigendum will be published only on web.

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.

23.5 For commercial clarifications, pl contact:

- Sri K.Mukesh, Sr.Manager (Purchase)

Mail ID: kmukesh@midhani-india.in, Landline: 040-24184348

For Technical clarifications, pl Contact:

Sri I.K.Chaitanya, Sr. Manager(Civil)

Mobile No: 9963974074

Mail ID:- ikchaitanya@midhani-india.in

- Mrs. P.Sindusha, Manager(Civil)

Mobile no: 9154951893

Email : Sindusha.p@midhani-india.in

24. *Language of the Bid & Contract Agreement*

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

25. Contractor has to quote price for all items viz price + taxes + GST + Cess for each item. The accuracy shall be up to two decimals.

26. 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.

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

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

**Subhadip Ghosh
Addl. GM (I/c Purchase)**

Employer

Contractor

FORMS OF BID AND QUALIFICATION INFORMATION CONTRACTOR'S BID
SUB: BID for the Work-----
Bidder Security Declaration (BSD)

Date:

From:

To: Mishra Dhatu Nigam Limited

Tender Reference Number:

Bid No. (If any):

We, the undersigned, declare that: We understand that, according to Midhani tender terms and conditions, bids must be supported by a Bid-Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with Midhani for the period of time of 2 years without prejudice to Midhani right to take any other action as deemed fit in case we withdraw or change /amend our Bid during the period of bid validity .

Signature and seal: Name:

In the capacity of: Date:

Note: In case of a Joint Venture, the Bid-Securing Declaration must be signed by all partners to the Joint Venture that submits the bid.

**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.

- V. The bid submission must include documentation evidence to the relationship between joint venture partners in the form of JV / consortium to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV/Consortium must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- VI. One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney by legally authorized signatories of all the partners.
- VII. The JV/Consortium must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- VIII. The contract agreement should be signed jointly by each Joint Venture Partners.
- IX. An entity can be a partner in only one Joint Venture Bid submitted by Joint Ventures including the same entity as partner will be rejected.

1.4 Details of experience for similar nature of work in last 07 (SEVEN) years:

Use a separate sheet for each contract (Attach performance certificates from concerned customer).

1.	Number of contract:
2.	Name of the MIDHANI:
3.	Employees address:
4.	Nature of work and special features if any:
5.	Contract role (check one) 1. Sole contractor 2. Partner in Joint venture
6.	Value of the total contract:
7.	Date of award:
8.	Date of completion with original schedule and slippage, if any.

1.5 Information on Bid Capacity: (Works for which bids have been submitted and work which are yet to be completed) as on the date of this bid:

1.6 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the construction cash flow (copies to be submitted and the following format to be filled up)

Source of Financing	Amount in Rs.
1.	
2.	

1.7 Evidence reports of the last three years: balance sheets, profit and loss statement and auditor's report etc. (Copies to be submitted and the following format be filled up) enclosed.

Financial information in Rs.	Actual : Previous three years					Projected : Next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before tax							
6. Profits after tax							

1.8 Details of the major construction equipment to be used for the work:

Sl.no	Description of equipment	Number	Any other relevant information

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 (12)
c)	Terms of payment	PAGE (21)
d)	General Conditions of contract	PAGE (15)
e)	Special conditions of contract	PAGE (42)
f)	Specification for Civil works.	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:**Employer****Contractor**

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

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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 refuge to execute the items including extra/additional items.

b) **Payment on Account**

Two R.A Bills and One Final Bill will be paid. The contractor has to furnish all material gate entries along with each bill (if any).

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. The contractor has to furnish all material bills along with each bill (if any).

- 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 5% deduction each running bill 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**

R.A Bill will be paid within 15 days from the date of submission of the verified/certified bills by the Engineer- in- Charge. And that of the final bill shall be submitted by the Contractor within 75 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.

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.

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- 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,

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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 +25% on higher side and – 50% on the lower side of the BOQ. However, for earthwork excavation, hard rock excavation variation limits will be $\pm 100\%$.
- 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

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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 5% deduction each running bill; 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.

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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.

i. A sum of 5% of gross value of work order will be deducted from each running Bill & 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.

9. **a) Security Deposit (S.D):** The successful tenderer has to deposit 5% 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 in submission of S.D. beyond 21 days. This 5% Security Deposit can be submitted online through bank 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.

Bank Account Details:

Current Account Name : Mishra Dhatu Nigam Limited

Bank Name : HDFC Bank Limited

Branch Name : Lakdikapul

IFSC Code : HDFC0000021

Account Number : 00210330000440

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. **“Painting works at Guest house, MIDHANI” to be completed within 60 days (staggered) from the date of site handover .**

Time is essence of the contract; contractor has to mobilize materials & labour to complete within stipulated time period.

- 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 bring in force BSD

Employer

Contractor

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 it prevented, hindered or delayed. The time for completion shall be

Employer

Contractor

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 delay or part thereof up 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.

Employer

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:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Govt Dept. /Organisation (excluding disputes concerning Railways, Income Tax,

Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dt 22.05.2018

All disputes or differences arising out of or in connection with the Contract, including the ones connected with the validity of the Contract or any part thereof, shall be settled by bilateral discussions.

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with Contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree resolve/settle the same by submitting that dispute to arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996.

The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

The international centre for alternative dispute resolution will provide administrative services in accordance with ICADR Arbitration Rules 1996.

The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Telangana, India.

In respect of PSUs/Government organizations, the DPE guidelines issued from time to time shall be applicable.

Work under the contract shall be continued by the contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained, and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

Work under the Contract shall be continued by the Contractor during the arbitration proceeding, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained, and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

14. 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

Employer

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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 SD / 5% gross value deducted from each running bill.

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),

Employer

Contractor

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 5% deduction each running bill 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.

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 5% deduction each running bill 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.
4. 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.

- 5. If the contractor performs any work in a manner contrary to the Contract, without the approval of the Engineer-In-Charge, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to the employer arising there from.**

22. Vulnerability Atlas of India:**Proposed Clause to be included in Tenders w.r.t, 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 stage.

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
- vii) District wise Probable Max.

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 5% deduction each running bill 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

Employer

Contractor

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.

Employer

Contractor

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.)

SCHEDULE "A"**REFERENCE TO GENERAL CONDITIONS OF CONTRACT**

Clause	Item	Stipulation
1	Estimated cost of the works	Rs 11.02 lakhs
-	EMD	NIL
	General Contract Conditions	
	Chapter I	
3(e)	Accepting Authority	Chairman & Managing Director, MIDHANI
3(h)	Market Rate-percentage addition to cover overheads and profit	10%
	Chapter II	
7(b), 7(c)	Payment of bills: Two R.A Bills and one Final Bill will be paid.	R.A. Bills in 15 days & final bill in 30 days from the date of certification of Engineer – In – Charge. 5% of gross value from each running bill will be deducted.
7(i)	Deviations/Variations Extent & Pricing	
K)	Suspension of work	
7(l)(2)(ii)	Percentage payable to cover contractor's indirect expenses for suspension exceeding 30 days and not exceeding 90 days	5% maximum
7(l)(3)	Percentage payable cover contractor's indirect expenses for suspension exceeding 90 days.	5% maximum
9	Security Deposit	5% for SD
10.1	Time allowed for execution of work or time schedule	60 days (staggered) from the date of site handover.
10.3(g)	Authority competent to decide if any other cause of delay is beyond contractor's control	Chairman & Managing Director
10.5	Authority for granting Extension of Time	Chairman & Managing Director
11(v)	Authority competent to reduce compensation amount	C&MD
12.0	Defects Liability Period	06 months
	Special Contract Conditions	
3.1	Water charges	Free issue from MIDHANI
3.2	Electricity Charges	Free issue from MIDHANI

Employer

Contractor

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. 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

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

2.3 Earthquake:

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

2.4 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.

2.5 Communications:

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

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

For commercial clarifications:

- Sri K.Mukesh, Sr. Manager (Purchase)

Mail ID: kmukesh@midhani-india.in, Landline: 040-24184348

For Technical clarifications, pl Contact:

Sri I.K.Chaitanya, Sr. Manager(Civil)

Mobile No: 9963974074

Mail ID:- ikchaitanya@midhani-india.in

Mrs. P.Sindusha, Manager(Civil)

Mobile no: 9154951893

Email : Sindusha.p@midhani-india.in

Website address : www.midhani-india.in

2.6 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 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 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 **60 days (staggered) from the date of site handover.**

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

5 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

Contractor

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 One graduate Site engineer with at least 3-6 years practical experience in relevant work to be deployed by the contractor, failing which, a penalty of Rs 20000 per month will be recovered from the bills payable to contractor upon certification of Engineer- In- Charge.

6 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 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 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 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 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 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 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 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 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 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 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 Miscellaneous:**17.1 Variation Statement:**

Quantity variation (up to $\pm 20\%$) 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.

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 keep 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 is 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 on 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 GENERAL

1.1 Scope

This specification applies to the CIVIL Engineering and building works to be executed by the Contractor. It is to be read in conjunction with and subjects to the general conditions of contract and in conjunction with the drawings, the schedule of rates and such other documents as may from time to time be agreed upon as comprising part of this contract. Where these specifications are not clear, MES SSR /CPWD specifications shall be followed.

1.2 Clearing

The contractor shall clear the site of all rubbish and old buildings remove all grass and low vegetation and remove all bush wood, trees, stumps of trees and other vegetation only after consultation with the Architects as to which bushes and trees shall be saved. All disused foundations, drains or other obstructions met with during excavation shall be dug out and cleared.

1.3 Site Levels

The contractor shall carry out the survey of the site and shall establish sufficient number of grids and level marks to the satisfaction of the Architects who shall decide on the basis of this information the general level of the plot and the plinth.

1.4 Bench-marks

Prior to commencement of construction the contractor shall in consultation with the Engineer, establish several site datum bench-marks their number depending on the extent of the site. The bench-marks shall be sited and constructed so as to be undisturbed throughout the period of construction.

1.5 Site investigation

The Architects might have got the soil investigation done and if so, the report will be handed over to the contractor for their scrutiny. The contractor shall however inspect the site and study the findings from the trial pits or bores in order to assess the problems involved in and methods to be adopted for excavation and earth work. The contractor shall ascertain for himself all information concerning the sub-soil conditions, Ground water table periods and intensity of rainfall, flooding of the site and all data concerning excavation and earth work.

1.6 Setting out the work

The contractor shall set out the works and during the progress of the building shall amend at his own cost any errors arising from inaccurate setting out.

During the execution of the work contractor must cross check his work with the drawings The contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or errors at his own cost failing which the Architect reserves the right to get the same rectified at the risk and cost of the contractor.

1.7 Clearing up and handing over

Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned down in manner which will render the work acceptable to the Architect and Employer. All and an area of up to ten meters on the outer boundaries of the premises will be cleaned by the contractor as a part of the contract. Upon completion of the project, the contractor shall submit to the employer the following.

- a. Written guarantee and certificates.
- b. Maintenance manual, if any and
- c. Keys

1.8 Samples

The contractor shall submit to the Architects samples of all materials for approval and no work shall commence before such samples are duly approved. Samples of pre-cast concrete panels, masonry units, building insulation, finished hardware, metal window and door frames, terrazzo flooring, kota stone, marble etc. and every other work requiring samples in the opinion of the Architects shall be supplied to the Architects and these samples will be retained as standards of materials and workmanship. The cost of the samples shall be borne by the contractor.

Throughout this specification, types of material may be specified by manufacturers' name in order to establish standard of quality, price and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the tenderers may assume the price of 'approved equivalent' except that the burden is upon the contractor to prove such equality in writing.

A detailed programmed shall be submitted by the contractor for the material approvals, within four weeks of the Architects order to commence. The detailed program shall include but not limited to:

Date/s of submitting the various material samples.

Dates/s by which the MIDHANI's approval is required.

Date/s of placing orders on the Manufacturers/Suppliers.

Date/s of arrival of the approved material/s on to the site.

Date/s of the completion of the 'Mock-ups' wherever required, and the Date/s by which the Architects' inspection of such 'Mock-ups' should be completed and the Date/s by which the Architect should fully approve the said Mock-ups.

1.9 Tests

All materials and methods of tests shall conform to the latest rules, regulation and/or specifications of the following authorities where specified herein as applicable. Bureau of Indian Standards (BIS), British Standards Code of practice (BS) in case no equivalent BIS is available. The Architects will have the option to have any of the materials tested and if the test results show that the materials do not conform to the specifications, such materials shall be rejected. A reasonable number of representative tests will be deemed to be included in the rates tendered.

1.10 Rates

The item rates quoted in schedule of quantities are deemed to be included to execute the complete works/items in strict accordance with the relevant specifications read in conjunction with the appropriate Standard Specifications.

1.11 Mode of Measurements

All measurements will be taken in accordance with IS 1200 latest issue unless otherwise specified.

1.12 Safety Code

- i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot holds and hand holds shall be provided on the ladder shall be given an inclination not steeper than $\frac{1}{2}$ to 1 (1/2 horizontal) and 1 vertical).
- ii) Scaffolding or staging more than 3 Mtrs. Above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 0.9 Mtrs, high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stair way is more than 3 Mtrs. Above ground level or floor level they should be closely boarded should have adequate width and should be suitably fenced as described in Para (ii) above.
- iv) Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Mtr.
- v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Mtrs. In length while the width between sides rails in rung ladder shall in no case be less than 29 cm for ladder up to and including 3 Mtrs in length. For longer ladders this widths should be increased by at least 6 mm for each additional 30 cm. adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

- vi)** 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 sides 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 do from top to bottom. Under no circumstances undermining or undercutting shall be done.
- vii)** Before any demolition work is commenced and also during the process of the work:
- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected in consultation with the Employer.
 - b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus which is liable to be used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- viii)** All necessary personal safety equipment as considered adequate by the Architect should be kept available for the use of the person employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- a. Workers employed on mixing asphaltic material, cement and lime mortars shall be provided with protective foot wear and protective goggles.
 - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injuries to the eyes shall be provided with welders' protective goggles.
 - c. Those engaged in welding work shall be provided with welders protective eyesight lids.
 - d. Stone breakers shall be provided with goggles and protective clothing and seated at sufficiently safe intervals.
 - e. When workers are employed in sewers and manholes which are in use the contractor shall ensure that the manhole covers are opened and are ventilated at lease for an hour before the workers are allowed to get into the manholes and the manholes so opened shall cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the general public.
 - f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:

- I. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - II. Suitable face masks should be supplied for use by the worker when paint is applied in the form of spray on a surface or when paint is dry-rubbed and scrapped.
 - III. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painter to wash during the cessation of work.
- ix)** When the work is done near any place where there is a risk of drowning all necessary equipments should be provided and kept ready for use and all Necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt First Aid treatment of all injuries likely to be sustained during the course of work.
- x)** Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards of conditions.
- a. These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good working order.
 - b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 2.** Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding or to give signals to operator.
- 3.** In case of every hoisting machine and of every chain ring hook, shackle survival and pulley block used in hoisting or as means of suspension of safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4.** In case of departmental machines the safe working load shall be notified by the Electrical Engineer concerned.
- xi)** Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced when workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and hat as may be necessary should be provided. The workers should not wear rings, watches and carry keys or other materials which are good conductors of electricity.

- xii)** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xiii)** The safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- xiv)** To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer – In – Charge or the department or their representatives.
- xv)** Notwithstanding the above Clause from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

2. Painting

2.1 Synthetic enamel paint

- a) Manufacture of paints, mixing of paints etc., shall be generally according to the Indian standard codes of practice.
- b) In the event of conflict between this technical specification for painting and the painting manufacturer specification, this conflict should be immediately brought to the notice of the Engineer. Generally cases of such conflicts, manufacturers specification recommendation shall prevail.
- c) General compatibility between primer and finishing paints shall be certified by the paint manufacturer supplying the paints.
- d) Before the contractor buys the paint in bulk, the contractor shall obtain sample of paint and establish "Control Areas of Painting". On control area, surface preparation and painting shall be carried out in the presence of manufacturer of paint shall be carried out in the presence of manufacturer of paint and owners. Control area serves as specimen of painted surfaces, for observing and recording quality and performance of paint.
- e) Samples of paint shall be got tested from the recognized testing laboratories to establish quality of paint w.r.t. (i) viscosity (ii) adhesion / bond of paint to steel surfaces (iii) adhesion / stimulated salt spratest (iv) chemical analysis,

- percentage of solids by weight (v) normal wear resistance against exposure to acid fumes, and such other tests as considered necessary by the Consultants.
- i. Whole system of paint shall preferably be obtained from the same manufacturer.
 - ii. The painting material in containers without labels or with illegible labels shall be rejected, removed from the area and shall not be used.
- f) Thinners wherever used shall be those recommended by the paint manufacturers, and shall be obtained in containers with manufacturer's name and brand name of thinner. Legibly printed, failing which the thinner is liable to be rejected and shall not be used.
 - g) Area, which becomes inaccessible after assembly shall be painted before assembly after cleaning the surfaces as specified.
 - h) Where shop primer painting is scratched, abraded or damaged, the surfaces shall be thoroughly cleaned using emery paper and power driven wire brush wherever warranted or as directed by the Engineer, and touched up with corresponding primer. Touching up paint shall be matched and blended to eliminate conspicuous marks.
 - i) If more than 50 percent of the painted surface of an item requires repair the entire item shall be mechanically cleaned and new primer coats followed by finishing coats shall be applied as per painting specification.
 - j) All field – welded areas on shop painted items shall be mechanically cleaned including the weld area proper, adjacent areas contaminated by weld spatter or fumes & areas where existing primer / intermediate / finish paint is burnt. Subsequently, new primer and finishing coats of paint shall be applied as per painting specification.
 - k) Application of paint shall be spraying or brushing as per IS : 486 – 1983 and IS : 487 – 1985 and in uniform layers of 50 percent overlapping strokes by skilled painters. Painting shall not be done when the temperature is less than 5 degree C or more than 45 degree C and relative humidity is more than 85% unless manufacturer's recommendations permit. Also painting shall not be

done in frostily or foggy weather. During application, paint agitation must be provided where such agitation is recommended by the manufacturer.

- l) Paint shall be applied at paint manufacturer's recommended rates. The number of coats shall be such that the minimum dry film thickness specified is achieved. The dry film thickness (DFT) of painted surfaces shall be checked with an ELCOMETER or measuring gauge to ensure specified DFT.
- m) The inside surface of gutter which come in contact with rain water shall be provided with 2 finishing coats of wear resistant, bit mastic paint of minimum DFT 75 microns, in addition to 2 primer coats of red oxide zinc chromate in alkyd medium corresponding to IS : 2074 – 1992 or 2 primer coats of epoxy based red oxide zinc chromate / epoxy based red oxide zinc phosphate of minimum DFT 25 microns per coat, as given in specification and drawings. Other structures shall be painted as per the painting system mentioned in the drawings or schedule of items.
- n) All structures shall receive one coat of primer paint at shop after fabrication before dispatch after surface preparation has been done as per requirements. First coat of primer paint shall be applied not later than 2-3 hours after preparation of surfaces, unless specified otherwise.
- o) Unless otherwise specified all structures after erection shall be given one coat of primer followed by the coats of finishing paint of approved colour and quality. The under coat shall have different tint to distinguish the same from the finishing coat. Edges, corner crevices, depressions, joints and welds shall receive special attention to ensure that they receive painting coats of the required thickness. Machine – finished surfaces shall be coated with white lead before shipment or before being put out into the open air.
- p) Parts of steel structures, embedded in concrete, shall be given a protective coat of Portland cement slurry immediately after fabrication after surfaces of this part is thoroughly cleaned from grease, rust, mill scales etc., no paint shall be applied on this part.
- q) Zinc-rich primer paints, which have been exposed several months before finishing coat is applied, shall be washed down thoroughly to remove soluble

zinc salt deposits. In similar circumstances, the surfaces of paint based on epoxy resin should be abraded or lightly blast cleaned to ensure adhesion of next coat.

- r) Surfaces which cannot be painted but require protection shall be given a coat of rust inhibitive grease according to IS:958 – 1975 or solvent deposited compound according to IS: 1153 – 1975 or IS : 1674 – 1940.
- s) The proposed make quality and shade of the paint shall have approval of the Owner / Engineer.
- t) Choice of primer paints shall be made depending upon the requirement. Accordingly, primer of suitable type may be chosen from the following, all subject to approval by the Engineer / Consultant.
 - i. Red oxide zinc chromate (Alkyd medium) conforming to IS : 2074 – 1992
 - ii. Aluminum zinc oxide
 - iii. Chemical resisting paints for structures exposed to corrosive atmosphere, acid fumes, chemical action etc., The primers recommended are as follows:
 - a. Epoxy based zinc chromate / zinc phosphate
 - b. Polyurethane paint
 - c. Chlorinated rubber paint
 - iv. Coal tar pitch and Bitumen paints – high build coal tar pitch or bitumen paint (cold applied) yielding coats about 0.56mm thick shall be used. High build coat tar pitch shall be preferred to bitumen paint.
 - v. Metal coating
 - a. Hot dip galvanizing
 - b. Sprayed zinc
 - c. Sprayed aluminum
 - vi. Heat resistant primers for structures subject to temperature above 150 degrees centigrade.

The paints shall be of reputed make like Berger / Asian paint or as approved by the Engineer / Consultant

4.2 FINISHING PAINTS

- 4.2.1 Choice of finishing paint shall be done from the following paints (unless specified otherwise) depending upon the environment to which steel structures are exposed, all subject to approval by the Engineer / Consultant.
 - i. Synthetic enamel of approved colour as per IS : 2932 – 1974
 - ii. Aluminum paint as per IS : 2339 – 1963
 - iii. High build coat tar pitch or bitumen paint (Cold applied)

- iv. Chemical resisting paints
- v. Epoxy based finishing paints
- vi. Chlorinated rubber based paint
- vii. Heat resistant finishing paint for structures subject to temperature above 150 degree C. Silicon based Aluminum the paints shall be of reputed make like Berger / Asian paint or as approved by the Engineer / Consultant.

For all painting work on structural items, the unit of measurement shall be metric tonne. The calculation of weight for painting is similar to that for structural works mentioned above.

All steel shall be so stored that is always at least 15cm above the ground level. In case of long storage suitable protective measures shall be taken to prevent scaling and rusting.

Tolerances

Rolling and cutting tolerances shall be as per IS 1852.

Note: ALL SPECIFICATIONS AS PER LATEST CPWD FOR ALL DSR ITEMS

LIST of material to be used in this construction

Sl. No	Description of Material	Approved Brands
1	<u>Cement</u>	53 Grade O.P.C confirming to IS 12269 to be approved by MIDHANI.
2	<u>SAND</u>	Good River sand – Zone III or IV. Note : Robo sand /M sand will not be premitted.
6	<u>PAINTS AND VARNISH</u>	M/S ASIAN PAINTS/ M/S GOODLAS NEROLAC/ M/S I.C.I. PAINTS/ M/S BERGER (BRITISH) PAINTS/ M/S JENSON NICHOLSON/ NIPPON
7	<u>CEMENT BASED WATERPROOF PAINTS & RESIN BASED THEMRO PLASTIC PAINTS</u>	M/S SNOWCEM INDIA LTD /M/S NITCO PAINTS PVT. LTD. (NITCOCENT) M/S HINDUSTAN COLOUR CHEMICAL INDUSTRIES/ M/S TERRACO (TERRACCIN & TERRACOAT)/ M/S SURFA COAT PVT. LTD

CHECK LIST OF DOCUMENTS TO BE ENCLOSED BY CONTRACTOR IN TECHNICAL BID for “Painting of Guest house, MIDHANI”.

SL. NO	DESCRIPTION OF PRE-QUALIFICATION CRITERIA	YES ENCLOSED	NO-NOT ENCLOSED
1.	Bid Security Declaration form		
2.	Latest bank solvency for Rs 4.41 lakhs not older than 06 months from the date of tender. Or The bidder shall have positive net worth in each of three previous financial years.		
3.	Details of ESI & PF registration.		
4.	Details of similar completed works like (miscellaneous civil works)/painting works executed in the last 7 years along with experience certificates. (Estimated Value Rs 11.02 lakhs)		
	A) 3 similar completed (miscellaneous civil works)/painting works each costing not less than the amount equal to 40% of the estimated cost. (Rs 4.41 lakhs) OR B) 2 similar completed (miscellaneous civil works)/painting works each costing not less than the amount equal to 50% of the estimated cost. (Rs 5.51 lakhs) OR		

Employer

Contractor

	C) one similar completed (miscellaneous civil works)/painting works each costing not less than the amount equal to 80% of the estimated cost. (Rs 8.82 lakhs) PS: - 1) Experience certificates shall be duly self-attested. 2) In case of experience in reputed private firm, the same shall be supported with 26AS statement of IT of the relevant period 3) The work shall be completed as a whole, partial completion/value will not be considered. 4) Tenderer has to submit the copy of work order, BOQ, completion certificate in support of their experience.		
5.	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).		
6.	PAN number/ GIR number issued by I.T authority		
7.	GST number		
8.	Average Annual Turnover during the last 3 years should be atleast Rs 3.31 Lakhs		
9.	RTGS details (Bank details for e-payment)		
10	Unconditional acceptance of all Technical, commercial terms and conditions along with corrigendums if any.		

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

Employer

Contractor

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.



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

**Part-II (PRICE BID)
(REVERSE AUCTION)**

“PAINTING WORKS AT GUEST HOUSE, MIDHANI”

PURCHASE DEPARTMENT**Tender Notice No: MDN/PUR/AP20241008/EADV/154/24-25****Date: 07-06-2024****To,**

Dear Sir,

Sub: Painting works at Guest house, MIDHANI – Reg.

1. Please find enclosed herewith the Tender Enquiry for the above work you are requested to furnish your offer through online <http://eprocuremidhani.nic.in> before last date of submission along with Bid Security Declaration form. The tenders without Bid Security Declaration (as per format attached in this tender)will be rejected; 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. **Estimated value of work is Rs. 11.02 Lakhs.**
2. Tender shall be submitted on or before **04-07-2024** up to 10.30 hrs.
3. The period of completion of job will be **60 Days (staggered)** from the date of handing over of site.
4. The tenderer shall inspect the site of work and understand the scope of work before quoting. No extra amount will be paid on account of misunderstanding either in scope of work, specification, drawings, site conditions etc.
5. All materials required for the work shall be arranged by the contractor unless until specified in Bill of Quantities.
6. The work shall be carried out as per latest CPWD specifications.
7. This is an item rate contract and the quantities are approximate, but payment will be made only on actual work done based on joint measurement.
8. **a. Two R.A Bills and one Final Bill will be paid.** The contractor has to furnish all material gate entries along with each bill (if any).
b. R.A 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.
9. **a) Security Deposit (S.D):** The successful tenderer has to deposit 5% 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 5% Security Deposit can be submitted online through bank 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.

Bank Account Details:

Current Account Name : Mishra Dhatu Nigam Limited

Bank Name : HDFC Bank Limited

Branch Name : Lakdikapul

IFSC Code : HDFC0000021

Account Number : 00210330000440

- 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.

Employer**Contractor**

10. The security and safety rules of MIDHANI to be followed. The contractor shall take care of all labour laws regarding minimum wages, ESI, PF etc., Midhani is no way responsible in this respect. Midhani is not liable for any claim in respect of any accidents during the work.
11. (a) MIDHANI reserves the right to operate partial or delete any item specified in BOQ without any compensation to contractor for the items un-operated or deleted.
 - b) If at any time after acceptance of the tender 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.
12. Any new items (viz. supply of material, labour, skilled works etc) will be paid as per (a) or (b) whichever is less:
 - a) As per CPWD 2023 rates with applicable Percentage Index at that time.
 - b) As per market rate analysis.
13. The contractor should not cause any loss or damage to MIDHANI property/or personnel, if any loss or damage is caused the cost of the same will be recovered from the bills by MIDHANI, which will be final.
14. The quantities are subjected to $\pm 20\%$ variation and the contractor has to carry the work on the same rates, terms and conditions within the variation limits prescribed.
15. If the contractor fails to receive the work order within a week time from the date of intimation to him or if the contractor does not start the work within 3-7 days from the date of handover of site, or if the work is abandoned / stopped without bringing proper notice to Engineer-in-charge, the contract will be terminated and balance work will be carried out at the cost and risk of contractor.
16. Liquidated Damages:
 - a) If the work is not completed 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.
 - b) If the delays are not solely attributed to the contractor, the competent authority holds the right to waive off the L.D or reduce the L.D as the case may be.
17. MIDHANI reserves the right to penalize
 - a) If the contractor fails to submit the 5% Security deposit within the stipulated period, then penalty as per clause 9 (a) will be collected and further delay will empower MIDHANI to termination of contract and apply risk purchase.
 - b) If the contractor fails to receive the work order within 3 days of intimation, then a penalty Rs 500 per day will be levied subjected to maximum of Rs 5000.00. Further delay will empower MIDHANI to termination of contract and apply risk purchase.
 - c) Contractor has to maintain "HINDRANCE REGISTER" which is to be certified by both MIDHANI Site engineer and contractor engineer before release of final bill.
 - d) One Site engineer with at least 1-3 years practical experience in relevant work to be deployed by the contractor, failing which, a penalty of Rs 20000 per month will be recovered from the bills payable to contractor upon certification of Engineer- In- Charge
18. The offer shall be valid for 90 days from the date of opening of tender.

Employer**Contractor**

19. Incomplete or partially filled tenders will be rejected. Also, conditional offers are liable for rejection. MIDHANI reserves the right to accept or reject any or all tenders without assigning any reasons.
20. Contractor has to maintain site record, hindrance record, record for steel, cement etc.
21. Site has to be cleaned by the contractor before handing over to MIDHANI after completing the work. The final bill will be processed only after obtaining site cleaning certificate from the Engineer-in-charge.
22. **If the contractor performs any work in a manner contrary to the Contract, without the approval of the Engineer-In-Charge, the Contractor shall bear all the costs arising therefrom and shall be responsible for all losses to the employer arising therefrom.**
23. The bid security declaration form will come in force if the tenderer withdraws his tender proposals /modifies / changes / alters / impairs / derogates the tender document on his own after the first cover is opened or within the subsistence of the validity period of offer or fails to accept the Letter of Award (LOA) issued by MIDHANI or fails to submit security deposit or fails to turn-up and execute contract agreement or fails to commence the work as per LOA. Such bidders will be banned subject to action as may be deemed fit. In case of unilateral revision or withdrawal of offer by the bidder as above, shall also result in rejection of bid without notice. If there is any authentic information about the intending tenderer having formed a cartel / submitted Non-earnest bids, the tender will be cancelled and the bid security declaration form of all the tenderer shall come in force, besides initiating actions like banning as may be deemed fit.
24. Note to Suppliers regarding Invoice and related payment conditions:
 1. 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.
 2. 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 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.
 3. 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.
 4. 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.
 5. 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).
 6. 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.

7. 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.
25. **Contractor has to quote price for all items viz price + taxes + GST + Cess. The accuracy shall be up to two decimals.**

Yours faithfully,
For Mishra Dhatu Nigam Limited

Subhadip Ghosh
Addl. General Manager (I/c Purchase)

DECLARATIONS: -

- 1) I have seen the site and understood the full scope of work, specified in tender, BOQ, drawings etc. The drawings enclosed with this tender are only tentative. The actual dimensions/details shall be provided before construction.
- 2) I agree to return all the documents along with this offer.
- 3) I have taken into account of points circulated in Minutes of Pre bid Meeting circulated on MIDHANI website, if posted.

SIGNATURE AND SEAL

BOQ for Painting works at Guest House, MIDHANI					
S.No	Description of Item	Unit	Qty	Rate	Amount
1	Labour charges for dismantling of side walls of existing chajjas and providing 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand) for left out chajja area complete with height from ground level to +10 meters above ground level. Cost includes all required tools and tackles for the said work.	Sq.m	55.00		
2	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand). Cost includes all required tools and tackles for the said work and also the work needs to be carried out with height from ground level to +10 meters above ground level.	Sq.m	100.00		
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. Cost includes all required tools and tackles for the said work and also the work needs to be carried out with height from ground level to +10 meters above ground level.	Sqm	2100.00		
4	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm). Cost includes all required tools and tackles for the said work and also the work needs to be carried out with height from ground level to +10 meters above ground level.	Sq.m	5000.00		
5	Providing and painting with French spirit polishing One or more coats on doors complete. Cost includes all required tools and tackles for the said work and also the work needs to be carried out with height from ground level to +10 meters above ground level.	Sqm	140.00		
		Amount (Including GST)			

Employer

Contractor

Annexure-A

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 (EInvoice).

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:

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.

LEGAL NAME :
TRADE NAME :
Thanking you.

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

(Authorized Signatory)

Name:
Designation:
Stamp:

P.S:

1. The tenderer shall attend **Pre-bid meeting** on 20-06-2024 at 11.00 am through Video Conference. The link for video conference shall be intimated one day prior to pre-bid meeting date. Interested parties may request for weblink for video conference at least two days in advance to date of meeting through email. Also parties can discuss on telephone and raise query by mails before pre bid meeting and at least one week before submission of bids

2. For Technical clarifications, pl Contact:

- Sri I.K.Chaitanya, Sr. Manager(Civil)
Mobile No: 9963974074
Mail ID:- ikchaitanya@midhani-india.in
- Mrs. P.Sindusha, Manager(Civil)
Mobile no: 9154951893
Email : Sindusha.p@midhani-india.in

3. For commercial clarifications, pl contact:

- Sri K.Mukesh, Sr.Manager (Purchase)
Mail ID: kmukesh@midhani-india.in, Landline: 040-24184348,

4. 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.