

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

Part-I (TECHNICAL BID)

**TERM CONTRACT FOR MAINTENANCE AND MINOR
WORKS INCLUDING Machine
foundations/alteration/additions/aluminum /wooden
partitions/waterproofing/minor road works
/plumbing/water works etc at MIDHANI plant, township,
AMTL, Corporate office, Hostel, Ty sheds**

MISHRA DHATU NIGAM LIMITED
KANCHANBAGH, HYDERABAD-58

Telephone:

Fax:040-24340764,24340214

E-mail:hyd1_spralloy@sancharnet.in

Grams:MIDHANI,HYDERABAD

TENDER NOTICE: - MDN/MNT/CVL/10/A.R.C date: - 26/05/2010

On behalf of MIDHANI Sealed tender forms are invited by Senior Manager (CES), MIDHANI, on behalf of MIDHANI from eligible reputed firms/contractors of appropriate class of CPWD/MES/P&T/State PWD/PSU`S/Railways for the work of “ **TERM CONTRACT FOR MAINTENANCE AND MINOR WORKS INCLUDING Machine foundations/ alteration /additions /aluminum /wooden partitions/waterproofing/minor road works /plumbing/water works etc at MIDHANI plant, township, AMTL, Corporate office, Hostel, Ty sheds etc.**at an estimated cost of Rs. 5.00 lakhs to Rs. 16.00 lakhs (each work order value not exceeding Rs1.50 lakhs) to be completed with a period of 12 months.

EMD (to be submitted along with tender)	Period of completion	Last date for receipt of technical & commercial bid	Details of opening	
			Technical bid	Commercial bid
Rs 40,000	12 months	29/06/2010	29/06/2010	Will be intimated for technically qualified tenderers at later date

For eligibility criteria and further details visit www.midhani.com or contact at office address before 26-06-2010. Also, please attend the pre-bid meeting on 21st June at 11:00 am in the office of Sr. Manager (C.E.S).

General Manager (Services)

TECHNICAL BID

SUB: TERM CONTRACT FOR MAINTENANCE AND MINOR WORKS INCLUDING Machine foundations/alteration/additions/aluminum /wooden partitions/waterproofing/minor road works /plumbing/water works etc at MIDHANI plant, township, AMTL, Corporate office, Hostel, Ty sheds etc.

It is proposed to have TWO BID system of bidding for the above work.

The Tenderers are requested to submit "TECHNICAL BID & COMMERCIAL BID" two separate covers / envelopes clearly mentioning on the cover as TECHNICAL BID & COMMERCIAL BID

In the technical bid, the Tenderer shall have to furnish the following details / documents with regard to their experience etc:

Eligibility criteria

CREDENTIALS i.e., EXPERIENCE /FINANCIAL STATUS ETC.

1. Intending tenderer who meets the eligibility criteria may apply for the tender document. The request for tender document should accompany the required documentary evidence to prove their eligibility, failing which the application will be rejected.
2. Financial position: Average annual financial turn over during the last 3 years ending 2010 should be at least Rs. 50 lakhs
3. Experience: Tenderer should have experience of having successfully completed the similar works as described below during last 7 years in any one of the following:
 - i) Three similar completed works costing not less than 40% of estimated value
 - ii) Two similar completed works costing not less than 50% of estimated value.
 - iii) One similar completed work costing not less than 80% of estimated value

4. Description of work: Maintenance works which involves, earth work, concrete, brick work, stone masonry, wood work, joinery, builders hardware, steel, iron and aluminum work, roof covering, ceiling and lining, interior works, finishes and paving, plastering and pointing, white washing, colour washing and distempering, glazing, painting, water supply, plumbing, drains and sanitary appliances, road work, hard standing & pavements, demolition and dismantling works etc.
5.
 - i) The tenderer shall furnish along with their tender request letter, the latest income tax clearance, solvency certificate for the value of Rs.5.00 (not older than one year from the date of this tender advertisement) lakhs from nationalized bank, position of plant & machinery establishment etc.
 - ii) The tenders should fulfill all statutory requirements such as ESI/PF registration, VAT etc.
 - iii) Details of IT clearance certificate or 3 years. I.T returns or authorized balance sheets for last 3 years along with PAN number (copies to be enclosed).
 - iv) Details of registration / enlistment with government organization/PSUs/ Subsidiaries of Govt.of India.
 - v) Certificate of registration as per statutory requirements under sales tax (TIN NUMBER), contract labour laws etc., as may be applicable.
6. The tender documents will be issued at the sole discretion of MIDHANI; whose decision in the matter will be final & binding.
7. This is part of tender documents.

**MISHRA DHATU NIGAM LIMITED
KANCHANBAGH, HYDERABAD-58.**

Grams:
Telex:
Phone:
Fax:
Email

Date: 26-05-2010

To:

SUB: TERM CONTRACT FOR MAINTENANCE AND MINOR WORKS INCLUDING Machine foundations/alteration/additions/aluminum /wooden partitions/waterproofing/minor road works /plumbing/water works etc in plant, township, AMTL, Corporate office, Hostel, Ty sheds etc.

Dear Sir.

1. One set of tender documents in respect of the above subject work is enclosed herewith Please note that tender shall be dropped in tender box kept at Corporate office, MIDHANI, HYD-58 up to 10:30 hours on 29/06/2010 and technical bid will be opened on 29/06/2010 at 11.30 hours and the tenderers who are qualified in Technical bid will be intimated separately about the opening date and time.
2. The period allowed for execution of the work is 12 months or as may be stipulated from the date receipt of work order to be placed on the successful tenderer.
3. You are requested to return the tender documents in double sealed covers addressed to the General Manager (Services), MISHRA DHATU NIGAM LIMITED, HYDERABAD-58.
4. If you are not interested in tendering for this work, all the documents together with drawing forwarded herewith should be returned to this office

General Manager (S)

Contractor

for record with the word BLANK TENDER, prominently written on the cover itself.

5. Late tender and confidential tender are liable to be rejected. MIDHANI does not bind itself to accept the lowest or any other tender.
6. The tenderers are requested to note that their performance of the contract specially, in regard to the timely completion of earlier executed contract will be given due weight age at the time of finalizing the tender.
7. This being an item rate contract the rates quoted shall remain firm and errors, if any, in the extension /total shall be subject to correction. The quantities shown against each item are only approximate and hence any reduction /increase during the currency of the contract shall not vitiate the contract.
8. You are requested to attach "BANK DRAFT, or BANKERS PAY ORDER for Rs 40,000 drawn in favour of MIDHANI, along with tender towards earnest money deposit.
9. Successful tenderer is required to employ qualified Engineers to supervise the work and they should be present when the work is in progress.
10. Tenderer has to submit a copy of the Registration certificate of the firm, labour license, to engage contract labour PF/ESI code number before issues of the work order. Also from commencement to completion of the works, the Tenderer shall take full responsibilities taking precautions to prevent any loss or damage to MIDHANI property. He shall be liable for any damage or loss that may be caused to the works or any part thereof. In addition the tenderer shall indemnify & keep the MIDHANI indemnified against all losses & claims for injures or damages to any person or any property whatsoever which may arise out of or in consequence of the construction works. For this purpose the Tendered shall take an insurance policy "CONTRACTORS ALL RISK INSURANCE" to cover the risks, as per the condition of the contract the insurance policy has to be kept valid till the work is complete and the possession handed over to

MIDHANI. The policy will be taken at his cost showing MIDHANI as the "PRINCIPAL" to simplify the work in the matter of raising claims and settlement thereof.

11. The contractor has to remit their PF and ESI contribution to the labourers engaged by them periodically and submit the copies of remittance each month for ESI and annually for PF returns and obtain and NO DUE/CLEARANCE CERTIFICATE, which is a statutory requirement.
12. The tenderers are requested to write the ITEMS RATES IN FIGURES as well as in words against each item. In case of any discrepancy between the two those written IN WORDS, shall take precedence.
13. The tenderer shall initial all corrections, sign all pages of the tender documents and all the drawing accompanying the tender documents before submission of the tender.
14. Tenderers will enclose along with their tender a certified true copy of power of attorney in favour of signatory of the tender documents.
15. Tenderers will ensure that the tender is dispatched well in advance so that it reaches this office before the time mentioned in the tender documents or can personally drop the Tenders in sealed cover kept in the Tender Box at the corporate office of MIDHANI at Kanchanabgh, Hyderabad- 58.
16. Tenderers are also requested to submit their latest income tax clearance certificate of IT returns filed in the IT department for the past three years. If this has not already been submitted at least 15 days before the date fixed for opening of tender, in the absence of a valid IT clearance certificate stated above, the tender is liable to be rejected.
17. In view of postal and other delays, it is suggested that the tender be sent by a special messenger or posted sufficiently in advance of the date and time fixed for its receipt as stated at S.No 15 herewith.
18. As this letter shall form part of the contract if awarded, the Tenderer shall return the same duly signed along with the tender documents.

19. The tenders should confirm to our specification and conditions in every detail and any tenders not conforming to our specification and conditions are liable to be summarily rejected.
20. Quotations other than those called for the enclosed tender forms are liable for rejection.
21. Successful tenderer is required to execute contract agreement on appropriate stamp paper incorporating standard Terms and conditions
22. The successful tenderer is requested to sign the work order prepared based on the quoted rates placed on him by the accepting officer.
23. The accepting officer reserve the right to place order as a whole or part of any item only as deemed fit.
24. For schedule "A" bill of quantities refer Appendix "A" and for other conditions and terms Appendix "B" respectively.
25. In case, the contractor/firm after quoting withdraw from the tender or refuse to communicate delay in commencing the work or stop the work abruptly, their EMD/SD or both, as the case may be, will be forfeited.
26. The Tenderers are requested to submit the two separate covers/envelopes clearly mentioning on top of the cover as "TECHNICAL BID" & "COMMERCIAL BID" separately.
27. The commercial bid will be opened only if the Tenderers qualify in the technical bid. In complete details of the technical bid will be rejected summarily. MIDHANI have its right to reject any without assigning any reason.
28. a) Intending tenderer should submit their request for tender document duly accompanied by the above documents along with the demand draft of Rs1000 (Rupees thousand only) obtained from any nationalized bank in favour of MIDHANI towards cost of tender processing /document in an envelope superscripting "APPLICATION FOR TENDER DOCUMENT" addressed to the Senior Manager (CES), kanchanbagh, MISHRA DHATU NIGAM LIMITED, HYDERABAD-500 058.

29. MIDHANI reserves the right to split the tender item wise lowest, contractors are bound to accept the tenders on item wise lowest tender addressed to the Senior Manager (civil), kanchanbagh, MISHRA DHATU NIGAM LIMITED, HYDERABAD-500058.

Last date for receipt of application for tender	Date of issue of tender documents	Last date for receipt of technical & commercial bid	Commercial bid
26-06-2010	--	29-06-2010	-----

B) Tender documents can be downloaded from website, such downloaded completed tender documents can be sent along with tender processing fee of Rs 1000(One thousand only) in the form of demand draft obtained from any nationalized bank in favour of MIDHANI payable at Hyderabad in an envelope super scribing addressed to the General Manager (Services), MISHRA DHATU NIGAM LIMITED, P.O.KANCHANBAGH, HYDERABAD- 500 058. The down loaded tender documents submitted along with Tender processing fee are legally valid to participate in the tender process. . The Tenderers received without the processing fee will not be considered. The Tender document is not transferable. MIDHANI reserves the right to amend or cancel the tender document. MIDHANI also reserves it s right to have parallel contract for the same kind of works.

This forms the part of the tender documents.

Thanking you,

Yours faithfully,

For **MISHRA DHATU NIGAM LIMITED**

General Manager (SERVICES)

MISHRA DHTU NIGAM LIMITED
KANCHANBAGH, HYDERABAD-58

The following conditions will also form the part of conditions of the contract.

1. "Bank guarantee from any schedule bank equivalent to the amount of security deposit valid for a period required by MIDHANI will also be accepted in lieu of cash security deposit".
2. The net value of all addition to and deductions from the works included in the contract should not exceed 20% of the amount of the contract accepted and 40% of the individual quantities indicated against each item of the schedule-A- Bill of quantities.

24.2 SECURITY DEPOSIT:

a). The successful tenderer shall furnish security deposit for the fulfillment of the contract and security amount shall be to a value of 10% of contract sum. Such security deposit shall not entail any interest payment on refund.

b) The option for payment of security deposit is as under:

1. The contractor shall within 15 days of acceptance of the contract deposit the difference between earnest money and full security deposit by demand draft/bankers pay order drawn or certificate of deposit with any one of the scheduled bank made in favor of MIDHANI. Request for adjustment of pending bills etc cannot be considered for such adjustment in the security deposit payable by the contractor.

OR

2. Bank guarantee from any scheduled bank equivalent to the amount of security deposit valid for a period required by MIDHANI will also be accepted in lieu of cash security deposit.

OR

3. The security deposit amount may be deducted from the running bill of the contractor at the rate of 10% or higher of the gross value of the

each bill. However, the entire security deposit amount will be withheld before completion of 90% of work.

- c). The above deposit will be held by the MIDHANI as security for the satisfaction performance of the contract. All compensation or other sums or money payable by the contractor to the company under the terms and conditions of this contract may be deducted from this security deposit or any sums that may be due, or may become due, to the contractor by the company on any account what-so-ever, and in the event of the security deposit being reduced by reasons of any of any such deductions the contractor shall within 10(ten) days thereafter make these deductions.

24.3 REFUND OF SECURITY DEPOSIT:

- a) One half of the security deposit i.e., 50% will be refunded to the contractor on completion of the contract based on the recommendations of Engineer-in-charge, in writing. That the work has been physically completed in all respects. On expiry of the defect liability period of one year or on payment of the assessment of the final bill, whichever is later, the company as deemed from the contractor will refund the balance 50% of the security deposit to the contractor, provided the company is satisfied that there are no dues, outstanding against the contractor.
- b) If the security deposit is in the form of bank guarantee, on completion of the contract based on the recommendations of the Engineer-in-charge, in writing the contractor can give a fresh bank guarantee for 50%of the total security deposit value for a period required by MIDHANI and the original bank guarantee will be refunded thereafter on deemed. Bank Guarantee shall be valid till end of defect liability period + 3 months term clearing period.

MISHRA DHATU NIGAM LIMITED
KANCHANBAGH, HYDERABAD.-58

SCHEDULE "B"

**LIST OF STORES TO BE ISSUED BY MISHRA DHATU NIGAM LIMITED
ON DEBIT BASIS THE RATES DETAILED HEREUNDER:**

Item no.	Particulars	Rate at which stores will be issued to the contractor(s)	Place of issue	Remarks
NIL	NIL	NIL	NIL	NIL

General Manager (S)

Contractor

MISHRA DHATU NIGAM LIMITED
KANCHANBAGH, HYDERABAD-58

SUB: TERM CONTRACT FOR MAINTENANCE AND MINOR WORKS INCLUDING Machine foundations/alteration/additions/aluminum /wooden partitions/waterproofing/minor road works /plumbing/water works etc in plant, township, AMTL, Corporate office, Hostel, Ty sheds etc.

PARTICULAR SPECIFICATIONS

1. GENERAL

These particular specifications are to be read in conjunction with specification contained in the MES standard schedule of rates Hyderabad, zone "A", part I, specifications, and part II rates including errata and the specifications given hereunder and the drawings mentioned in these documents, rates and specifications thereon shall be deemed to apply to the works unless mentioned otherwise in the tender documents. In case of discrepancy between the documents, viz., bill of quantities, particular specifications and drawings, the following order of precedence shall be followed:

- a) Bill of quantities
- b) Particulars specifications
- c) Drawings/sketches, if any enclosed

2. SCOPE OF WORK

The contract comprises of full, final and entire completion of " TERM CONTRACT FOR MAINTENANCE AND MINOR WORKS INCLUDING Machine foundations/alteration/additions/aluminum /wooden partitions/waterproofing/minor road works /plumbing/water works etc in plant, township, AMTL, Corporate office, Hostel, Ty sheds etc.all as shown in schedule "A" and as described in these in these particulars specifications and detailed in the drawings given in the list of drawings enclosed hereto and also subject to the general and special conditions of contract. The work shall be completed in 12 months the time completion is to be reckoned from the date commencement mentioned in the work order.

3. DEFECT LIABILITY PERIOD

Normally the period of maintenance for all the works will be one year . During this period the contractor will be responsible to rectify all the defects noticed and attributable to the work done by him in respect of works executed by him. As soon as any defects in the work come to the notice, the engineer-in-charge should request the contractor, in writing, to rectify the defects and inform him that in case he failed to do so within a reasonable time, MIDHANI would rectify the defects at his risk and expense as per the conditions of the contractor. If the contractor does not attend to the rectification in spite of repeated requests, MIDHANI should proceed at his risk and expense and get the work completed. The cost of incurred by MIDHANI should be recovered from the defaulting contractor. The company shall forfeit the balance 10% of the security deposit retained and adjust this amount against the expenses incurred. The balance amount, if any after recovering the expenses incurred will be refunded to the contractor. In case the amount available is insufficient to cover the expenses in full, that portion of the expenditure still remaining unadjusted shall be recovered from any of the subsequent bills due for payment to the contractor against any other contract.

03.1.SAMPLE OF MATERIALS

The contractor shall produce samples of all materials and shall obtain approval in writing before he places bulk order for the material for incorporation in the works. In respect of materials for which samples are not kept or detailed specifications is not given hereinafter, such materials shall comply with the latest relevant Indian standard specifications as published up to the date of issue of this tender.

3.2 The contractor shall on demand produce original receipted vouchers/invoices in respect of materials supplied by him.

04. PROPRIETARY MATERIALS

The contractor shall ensure that proprietary materials like paints, etc., are brought to site in original sealed containers / packing and bear the manufacture's markings.

05. CLEANING DOWN

The contractor shall clean all the floors, walls, glass panes, fittings and fixtures, etc., touch up all painter's works and carryout all other necessary items of work in connection therewith and leave the whole premises clean and tidy before handing over buildings/ site.

6.1 EXCAVATIONS AND EARTH WORK

The earthwork, excavation, filing etc., in ordinary/hard soil shall be carried out to the extent ordered/indicated in the drawings. Excavation in advertantly made deeper than what is ordered or indicated in the drawings shall be made good by the contractor with PCC1:4:8 using not larger than 40mm granted granite aggregate with out extra cost to the company.

6.2 The earth shall be filled, watered and well rammed in layers not exc.20 cm thick around foundations, under floors and in order situations to make up levels slopes as directed/shown in drawings. Use of vegetables soil, turf, peat and black cotton soil in filling shall not be permitted. No lead whatsoever shall be allowed extra for earth obtained form excavation and reused for filling around foundation and under floor. If on the actual excavation, hard rock or ordinary rock is met the contractor shall intimate the engineer-in-charge in writing for making necessary pride adjustment. Excavation done in ordinary / hard rock will be priced as an priced an authorized extra item.

07.MATERIALS**CEMENT**

Cement used in the work shall be ordinary PORTLAND/POZZOLANA cement and shall be stored by the contractor in a dry place under proper cover and stack. stacks shall not be more than 10 bags high.

FINE AGGREGATE

Fine aggregate for concrete shall be of approved quality natural sand. Fine aggregate shall be clean, free from any admixture of clay, loam silt, organic matter and other impurities.

COARSE AGGREGATE

Coarse aggregate for concrete shall be of approved broken granite stone and shall conform to IS-383-1963 .

WATER

Water used in concrete shall be, fresh and non-saline.

RATE

Rate quoted for cement concrete works in sch. "A" shall include the cost for use and waste of formwork, as necessary.

FINISH FOR CONCRETE SURFACES

Unless otherwise specified, the rates quoted against various items of suc."A" shall not include for plastering. The various concrete surfaces shall be finished as under:

- a) All concrete surfaces occurring in conjunction with wall and the like:
Immediately after the formwork is irregularities shall be removed and air holes shall be stopped with CM 1:3 so that the surfaces is ready for application of plaster which is paid for separately.
- b) Soffits or roof, soffits of chejjas and sides of beam and columns not occurring with conjunction of wall:
These shall be finished as described above to receive plastering which is paid for separately.
- c) Exposed surfaces of concrete members other than those specified above and tops and edges of chejjas and the like and other concrete surfaces not specified to be plastered.

MIXING CONCRETE

All concrete shall be mixed in mechanical concrete mixers. The mixing drum shall be washed and cleaned on completion of work every day and on every stoppage of work, if the stoppage exceeds 30 minutes. If the total quantity of concreting proposed to be carried out in any one day does not exceed 0.25 CuM hand mixing may be adopted for such concrete.

COMPACTING CONCRETE

The compacting of concrete shall be done all as specified under clause on page 38 of SSR_04 part I. The mechanical vibrator shall be used to compact the PCC 1:2:4 in flooring and shop irrespective of the fact whether the thickness of concrete exceeds 30cm or not.

CONCRETE CUBS AND TESTING

Test cubes shall be taken from the important concrete works for testing purpose at the sole discretion of the Engineer-in-charge. Such tests shall be performed at the expense of the contractor.

**SIZE STONE MASONRY IN CEMENT MORTER IN FOUNDATIONS
STONE MASONRY**

Face work shall be hammer dressed with no stone to tail into a point. No face stone to be narrower or shorter than its height.

Thickness mortar in beds and joints not to exceed 20mm.

HEIGHT OF COURSES

150mm to but no courses shall be greater in height than any courses below.

BOND OR THROUGH STONES

- a) Bond or through stones shall be provided 1.5M apart in every course and are to be staggered. No stone shall tail into a point.
- b) Bond stones shall extend from the front to the back of wall. For 600mm thick and under, bond stones shall be in one piece. For walls over 600mm thick, they shall either be in one piece or be in series of headers, each header overlapping the adjoining one by not less than 150mm. No header shall preferably be less than 600mm in length. Quoins and jambs to be squared back in beds and joints are faced as ordered.

HEARTING

Stone to be not less than 130mm in any direction, carefully laid hammered down into place with wooden mallet and solidly bedded with mortar. The hearting must not be brought to same level as the facing stones with spalls or pinnings, which are only to be used as wedges in the heartings

SIZE STONE MASONRY IN PLINTH AND SUPER STRUTURE

Facing stone shall have hammer dressed faces with no stone tailing into a point. No face stone shall be narrower or shorter than its height. Face beds shall be squared back atleast 50mm and joints 25mm. No spalls shall show on face. All other details shall be detailed hereinbefore for foundations.

STEEL AND IRON WORK

Steel and iron work shall be executed all as indicated in the drawings and as per standard practice in the best workmanship like manner and shall confirm to IS1786 & IS-226.

The rate quoted by the contractor against structural items of schedule "A" shall be applicable for various steel sections required and used for the work. Bolts and nuts required for the work, shall be procured by the contractor.

STEEL & IRON WORK

The preamble under structural steel work of SSR 2004 part I and other relevant notes and specification of SSR 2004 shall apply to this work. One coat of red oxide shall be coated to the structural steel surfaces before erection an two coats of approved enamel paint shall be done after fabrication and hoisting on all exposed surfaces and before fixing the sheets. No deductions shall however be made for the coats of coats of painting in respect of structural steel surfaces of columns, trusses, etc., which are embedded in brick or concrete after erection and fixing in position is complete.

Steel bars incorporated in the reinforcement concrete work shall be all as per details shown on the drawings,

All items of steels bars required for the work will be/will not be issued by the company under schedule-B, wherever specified.

Laps and crossings shall be tied with mild steel wire annealed of size not less than 0.9mm, to be procured by the contractor.

All structural steel shall be fabricated and fixed at as and where shown in the drawings.

Welding should be of arc welding shall confirm to IS-823-1692. Electrodes used for welding should confirm to IS 814 1692. Welding design and welded fabrication of standard steel shall confirm to IS-1956 and IS 1962 respectively.

The contractor shall be responsible for accurate fixing of reinforcement shown in drawings and shall not place any concrete until the reinforcement has been inspected in position, and passed by the Engineer-in-charge. The contractor shall take necessary precautions to prevent any displacement of reinforcement bars during concreting.

The weight of all types of steel/bars be calculated from the weight conversion given in the relevant ISI tables and the sections for which conversion is not available in the ISI tables, the actual weight conversion of such sections shall be arrived at for the same.

PLASTERING GENERAL

The surfaces to be plastering shall be prepared by raking out joints and wetting the surfaces thoroughly. Curing of plastering work shall be properly done by means of stirrup pumps or similar devices. The contractor shall take every precaution right from the commencement of plasterwork to prevent any that may appear on the surfaces of plaster and shall be responsible to make good portion of plaster, which in the option of the Engineer-in-charge requires removal and redoint.

Sand for plastering and pointing work shall be as specified hereinbefore for RCC works.

The thickness specified in relevant sch."A" item is the thickness above the proudest part of brick/concrete/stone surfaces and is exclusive of dubbing coat. Any dubbing coat that may be necessary to bring the surfaces to uniform level shall be provided by contractor and shall be of the same mix specified for the plastering. The rate quoted for sch."A" items shall be deemed to be inclusive for the dubbing coat also.

No rounding off of external and internal angles or corners of plaster shall be done. The junction/arises shall be made true and square

Plastering on walls, dadoes and skirting shall be refunded along with the jambs of opening in walls and cells of windows.

Plastering surfaces shall be finished fair and even.

Plastering Cement Mortar Plastering

Plain cement plaster or ordinary cement plaster where shown in drawings/schedule of finishes shall be of mix/proportion and thickness as specified in sch. "A" finished fair and even without using extra cement.

Keyed pointing

Keyed pointing to size stone masonry shall be CM1:4 all as MES schedule 2004,part-I, zone "A"

White and colour wash

Before application of white wash/colour wash etc., the surface shall be prepared to a clean and fair surface.

White wash

White wash shall be carried out to surface as indicated in drawings/schedule of finishes and all as directed by the engineer-in-charge. White wash shall be carried out in three coats.

Cement based paint

Two coats cement based such as snowcem or other equivalent and approved make, of approved colour, shall be applied on surface all as directed and as per manufacture's instructions.

Painting

Paint shall b comply with the relevant ISS and shall be of approved manufacture. Paints for priming coat, under and finishing coat shall be of the same manufacture. The colour and the manufacture shall be approved by engineer-in-charge.

Painting to steel surfaces with enamel paint

Where painting to steel surfaces with enamel paint is indicated drawings/schedule of finishes, the surfaces shall be prepared, cleaned with sand paper to remove scales and rust. Apply a cost red oxide primer followed by two coats of approved make, and finish the surface so as to have a highly glossy appearance. Tints/shade of paint shall be superior tint shall be approved by engineer-in-charge. The tint for under and finishing coat shall be same.

Unless otherwise specified, the rate quoted for relevant items of sch."A" such as doors, windows, etc, shall include for two coats of painting over a coat of primer all as specified hereinbefore.

Fabrication

A weld mesh and steel rod cage shall be cut and bent and covered either side using chicken mesh/square woven mesh all as shown in drawings. Both meshes and main mild steel rods shall be tied together binding wire along with fittings such as drain off pipe, inlet pipe outlet pipes, over flow pipe connections and fittings hocks in correct position.

**MISHRA DHATU NIGAM LIMITED
KANCHANBAGH, HYDERABAD-58**

GENERAL CONDITIONS OF CONTRACT

1. PRECAUTIONS AGAINST INJURY TO PROPERTY ADJUSTMENT TO THE WORK IN PROGRESS

The contractor shall take special care, by the erection of temporary faces and by every other means which circumstances may tender necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works and shall confirm the passage of his workmen to existing public roads, foot paths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way-leaves, damages, the trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the company harmless from any and all such claims. If any greater extent of land than the site of works be required by the contractor for his operations, he shall obtain and occupy the same at his own cost and charge.

2. PRECAUTIONS AGAINST INJURY

The contractor shall, at his own expense, shore, sling, protect, support, alter, restore make good and maintain as may be necessary, all buildings, water and as gas pipes, sewers, drains, electric cables, and other things which may be disturbed, exposed or injured during the execution of works or in consequence of the execution of the works and shall also provide any extra timbering which may be temporarily required and all labour in fixing and removing the same and shall, at his own expenses, provide for the continuous use of all buildings, pipes, sewers, drains, electric cable water sources and other things, the use of which may be liable to interruption during the progress of the work. The contractor shall at his own expenses restore all such buildings, water and gas pipes, sewers, drains, electric cables and other things to the satisfaction of the owners thereof and he shall like wise, at his own expenses, contract and maintain such works as may be necessary for the due permanent support of all such buildings, pipes, sewers, drains,

electric cables, and other things met with in the construction of works, and shall indemnify, save, harmless and keep indemnified, the company and its officers from and against all action, suits, claims, penalties, liabilities, cost, expenses, and demands whatsoever, by reasons or on account damager to such buildings, pipes, sewers, drains, electric cable, and other things whether cause by the execution of the contract works or in the insufficiency of the aforesaid permanent support. The company may deduct the expenses thereby incurred or to which the company or its officers may thereby be put or be liable or which any be incidental thereto from, the amount of any sum or sums due or to become due to the contractor or may recover the same by action at law or otherwise from the contractor and the company may comprises any such action suits or other proceedings, such terms as it shall see fit and contractor shall thereupon forthwith pay the company the sum or sums paid by the company upon the occasion thereof, and shall in every case pay such sum or sums as shall fully indemnify the company according to the present stipulation.

3.WATER

While company shall make all endeavors to supply water to the contractor on a free of charge, the contractor should examine the possibility of making their own arrangements for the water required for construction activities. It is suggested that the contractors could drill required number of boreholes from where available water could be used them by pumping the same for the construction activities. In such case, the bore well sunk by the contractors shall remain the property of the company.

4. EARNEST MONEY DEPOSIT

Contractor should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by bank draft or bankers pay order drawn in favour of the company along with tenders. Tender without earnest money deposit will be rejected. On finalization of the tender, earnest money deposit will be refundable to unsuccessful tenderers under proper acknowledgment contractors who are borne on MIDHANI approved register and who have deposited earnest money specified above.

5. RUNNING ACCOUNT Bills:

During the progress of work for each contract the contractor shall prefer claims giving details of work done, rate and value to the engineer-in-charge. These claims are called RA bills and RA payments will be normally made once in a calendar month. These bills will be checked by the engineer-in-charge with reference to either the percentage of the value done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and RAR payments effected.

6. PRE-FINAL RAB`S

A pre-final RAR is raised only when the work is completed and the complete measurement is recorded in the MB`S by the engineer-in-charge duly accepted by the contractor. Pre-final RAB will be sent to accounts departments by the engineer-in-charge only after check measurements and endorsement in the MB`s by the Engineer incharge of works for the technical check . The engineer-in-charge will recommend for payment not exceeding 90% of the value of work completed with due adjustments for recoveries and RA bill payments effected so far against the contract. Such bills should be paid within 2 weeks from the date of their receipt in the accounts department after scrutiny and check for the corrections of the bill duly linking up with MB`S.

7. FINAL BILL

On completion of the work, the complete measurements are recorded in measurements books and accepted by the contractor. There upon a final bill shall be submitted by the contractor within one month from the date of completion of the work, so as ensure payment being made before the expiry of five months form the date of completion of work. A "NO DEMAND CERTIFICATE" against the company under the contract except for the defect liability deposit shall be submitted by the contractor to the Engineer-in-charge along with final bill for arranging payment of the bill.

8. Adhoc payments

If payments of final bill could not be arranged within 5 months from the date of the completion of the contract for reasons other than undue delay in

submitting the final bill by the contractor, the account department of the division will make an adhoc payment against the final bill, based on the recommendations of the engineer-in-charge and the approval of AGM (Finance) the division. The following guide –lines may be adopted while making such adhoc payment.

a). Such payment should not be normally exceeding 75% of the final bill value.

b). All conditions of contract and recoveries to be effected should have been take care of in the final bill.

c). If a contractor has no other contractor concurrently running in the division. Adhoc payment need not be made. Instead, final bill should be expedited and paid at least within six months from the date of completion of the contract.

9. ESI/P.F. CODE NUMBER

Successful tenderer is requested to submit their ESI/PF code number at least within 30 days after acceptance of the contract.

10. COMPENSATION FOR DELAY COMPLETION OF WORKS

This shall become enforceable where no extension of time me is granted and where the contractor fails to complete the work within the stipulated time. Even where the extension of time is granted by the company and the contractor has to complete the work within the extended period, the defaulting contractor shall be liable to pay compensation as stipulated below is without prejudice to any other right or remedy of the company on account of such breach:

Completion period as originally stipulated	Compensation	Maximum
a). Below 6 months	1% per week contract sum	10%
b). From 6 months to 2 years	½ % per week or 0.1% per day of contract sum whichever is advantageous to MIDHANI	10%
c). Exceeding 2 years	½ % -do-	10%

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with MIDHANI.

The executive director of the company is the authorized person to certify whether or not work is completed within stipulated time and his certification is final and binding on both the parties for enforcing payment of compensation for delay.

11. The company is not liable for any loss or damage of tools and materials brought by the contractor. Also contractor will have to take back his tools materials by him within the time specified by the engineer-in-charge.
12. MIDHANI general conditions together with MIDHANI specifications will form part of this contract. Copy of the same shall be obtained from this office for reference.
13. The tenderer shall be deemed to have studied the scope of work and extent of each item of work thoroughly before offering unit rate, which shall be deemed to include for all works necessary to ensure that the complete work is sound and is with a neat and good finish. All equipment shall be designed manufacture, tested and installed in accordance with Indian standard.
14. Accident damages: the contractor is solely responsible for making good the damages occurring on account to his labour due to his failure to take safety measure of whatsoever may be the reason.
15. Special note: all taxes and duties such as sales tax or works contract or income tax, service tax payable from time to time shall be borne by the contractor and shall be recovered from the contractor's bills. And the price quoted shall be firm and inclusive of all reimbursed on account of taxes or whatsoever may.
16. It may be noted that the rate quoted shall be inclusive of all wastages of all and no payment will be made towards wastages.
17. Work has be carried out without disturbing the working atmosphere. No inconvenience should be caused to the officer's movements.

18. All statutory recoveries IT, Vat, work tax etc will be recovered from the bills as per norms.
19. Completeness of work:

Any miscellaneous items of works or of a minor nature required for technical completeness/soundness of the installations and or site requirements are deemed to be included in the rate quoted against the respective schedule-A item irrespective of the fact that these are not mentioning in the description of works and specification in the tender.
20. The tenderer shall be deemed to have studied the scope of work offering his unit rates to ensure that the complete work is carried out as per specifications in accordance with Indian standard. The contractor can visit the site before offering his unit rates if necessary.
21. The contractor shall produce sample of materials and shall obtain the approval of the engineer-in-charge before he places the bulk orders for the materials for incorporation in the works.
22. All deviations from the specifications shall have the approval of engineer-in-charge in writing.
23. Contractor to use only approved brand of cement, paint, water proofing materials and other materials required for the work.
24. Contractor should note that only relevant clause of particular specification attached to the tender documents are applicable to the schedule "A" bill of quantities.
25. The tender shall remain open for acceptance for a period of TWO (02) months from the date on which the tenders are due to be submitted.

APPENDIX-B-**TERMS AND CONDITIONS OF CONTRACT.****1. WORKS TO BE CARRIED ON WITH EXPENDITURE FAILING WHICH THE COMPANY MAY EMPLOY OTHER CONTRACTORS WITHOUT VITIATING THE CONTRACT.**

The contractor shall to commence to carry on the works with due diligence and as much expedition as the engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the "scope of the contract" of general specifications. In case the contractors fail to do so or neglect to provide proper and sufficient materials, or to employ sufficient number of workmen to execute the work, then the company shall have full power vitiating the contract to take the works wholly or in part of the hands of the contractor to engage or employ any other person or workman and to produce all the requisite materials and impalement for the due execution and completion of the said works and the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the contractor and it shall be competent for the company, to reduce the amount of such cost and charges to the contractor under this or any other contract.

2.EXECUTION OF WORK:

The works are required to be carried out all as per the specification contained in MES standard schedule of rates 2004(applicable to Hyderabad) part-I specification and part—rates including errata and all as directed.

3.Safety precaution

The contractor is to take all safety precautions/measures all as required/prescribed by the chief inspector of factories, in connection with the execution of work.

4. Accidental damages

The contractor is solely responsible for making good the damages occurring on account of any possible accident to his labor due to his failure take safety measures.

5. Taxes & duties applicable

Andhra Pradesh value added tax the tenderer should be a registered dealer under the APVAT Act 2003. The price quoted should be inclusive of APVAT on civil works. The tenderer should quote their number. While making payment MIDHANI will recover the APVAT as applicable following works contract tax is applicable: -

- i). If the works contractor is registered under composite scheme at the rate of 4% on the total value of the contract.
- ii). If the works contractor is registered under regular scheme, at rate of 12.5% the contract value after availing standard deduction under rule.3. (2).
- iii). The contractor may declare the rate of tax to be deducted as computed under the Act. Taking into account the schedule of items utilized in the contract and input tax credit.
- iv). Service tax: the rate quoted should be inclusive of service tax applicable on civil works form time to time.
- v). TDS (income tax): the tender should quote their PAN number. Tax deducted at source (TDS) will be recovered at 2.266 % (2%+10% surcharge thereon+ 2%. Education less on IT and surcharge) of the contract executed.
- vi). Other duties: the price quoted by the tenderer should include all duties, octroi, royalties etc., if any payable by the contractor.

The rates quoted by the tenderer should include all duties, taxes, royalties, etc., payable by the contractor. All deductions as per statutory requirements and as govt. rules & regulations shall be made from the bills payable.

6. ELECTRICITY REQUIRED FOR WORKS

Electricity required for the work may be provide at a nearest available point by MIDHANI on request based on availability at free of cost. Contractor to note this aspect while quoting the rates. However contractor has to make his own arrangement to work during power failures/non availability of power will not be reason for delay in works.

7. LABOUR ACTS

The contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of engineer-in-charge. The contractor shall remain liable for the payment of all wages or other ruminations to his laborers or employees under the payment of wages act-1936 employees liability act 1933, workmen's compensation act 1923, EPF and ESI act 1943 or any other acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fills or neglects to pay amount, due to him under workmen's compensation act, ESI act or other labour laws, the company is entitled to without the same any other amount concerned and remit the same to the same to the authorities concerned such payment shall be binding on the contractor.

a). In the event of contract labour, the contractor is responsible for impalement the provision of the contract labour act in to and also responsible for any repression arising there from non-compliance thereof.

b). The contractor should quote their organization/code number for the registration with ESI/PF authorities.

c). MIDHANI shall arrange to recover from the contractor's bill requisite amount of both employees and employers contribution for both ESI/PF calculated basis of 25% of the value being taken as the labour cost and recover such amounts from the respective bills and keep the same in suspense account production of requisite documentary evidence supporting payments of ESI/PF authorities, supported by the acquaintance rolls, the

amount earlier recovered from contractors bill shall paid duly adjust the short fall in remittance if any.

d). In the event of any accident/injury/disablement, contractor should arrange to pay requisite compensation legally payable to the concerned employees/dependants and also indemnify to MIDHANI in case any claim arising there for later.

e). Contractor should produce his muster rolls duly certified by the officer in charge or his representative, once in a month say before 7th of each month to engineer-in-charge, so that the ESI/PF amount can be ascertained and recovered/ payment obtained irrespective of the fact whether work order is issued or not.

f). Contractors should employ only ESI registered workmen on any item of work. If contractor have workmen who have not been registered under ESI/, they should ensure that workers have been duly registered before employing them in work.

g). If there is any default on the part of the contractor an estimate amount towards ESI liability including the penalty damage, will be recovered by the company from the bills of the contractors.

h). Contractor should maintain all registers and records required for ESI, PF payment of wages etc., under the status, and produce them for verification as and when called for by company inspecting authorities.

i). Contract labour Act-1970 under section-12 and rule 21 prescribes that every contractors who employ labour for executing contract work, should obtain license from labour authorities to carry out any works, contract, so that the labourers employed by the contractor are not deprived of the facilities provided under the act. Such license shall be produced to MIDHANI authorities before commencement of work.

j). The contractor is required to submit the daily attendance of labours engaged duly certified by the officer in charge or his representative.

26. ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials used on the work are as to any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or to the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator of the person appointed by the company. There will be no objection to any such appointment of the arbitrator so appointed and that he has to deal with the matters to which the contract relates and that in the course of his duties as such he has expressed view on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transe furred or vacating his office or being unable to act for any reason, the company at the time of such transfer, vacation of office inability to act, shall appoint another person to act as arbitrator in accordance with the terms of contractor, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that no person other than the person appointed by the company should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In cases where the amount the claim in dispute is Rs.50, 000.00 and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the arbitration act 1940 or any statutory modification or reenactment thereof end the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

It is also a term of the contract that if the contractors do/ does not make any claim deemed for arbitration in respect of any claims in writing within 90 days receiving the intimation from the company that the bill is ready for payment., the claim's of the contractors will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the contract in respect of these claims.

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

The decision of the company regarding the quantum of reduction as well a justification there of respect or rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.