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|  <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) P.O.: Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184617/4262 Fax : 040- 24340764 Our New TIN NO. 36540140503</p> | <p>Invitation to Tender No. Ref : MDNL/AP/35/ADVT/1195/2018-19 Date: 27.03.2019 DUE DATE: 09-04-2019 Time: 10.00 Hours OPENING DATE: 09-04-2019 Time: 10.30 Hours</p> <p align="center">(TECHO COMMERCIAL BID) (Two Part Bid)</p> |
| | <p>Your offer should contain the following information:</p> <ol style="list-style-type: none"> 1. Unit Rate and Terms of Price. 2. Validity Period of the offer. 3. Quantity/Trade discount, if any. 4. Delivery Schedules. 5. Mode of Dispatch. 6. Terms of Payment. 7. Taxes applicable with rate/percentage 8. Any other Govt. levies like excise, octroi applicable with rate/percentage. |

Dear Sirs,

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

| Material / Work Description & Specifications | Estimated Requirement | Delivery Required |
|--|--|-------------------|
| | QTY/ Unit | |
| <p>PRMBS FOR NON EXECUTIVES RETIRED (on or after 01.01.2007)</p> <ul style="list-style-type: none"> ➤ Terms and Conditions for The tender for Group Mediclaim Policy as per Annexure- A and One Attachment to Annexure-A. ➤ Price Bid: As per Annexure – B. ➤ General Terms: As per Annexure – C. ➤ Please submit your offer on Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-D. <p>All Tender documents are to be duly signed & stamped and send along with your Techno Commercial Bid.</p> | <p>Insurance coverage for One year</p> | <p>01.05.2019</p> |

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably super scribed with Enquiry No. & Due Date.
3. Validity of the offers shall be 90 days.
4. claim Settlement as per Clause No.11 of Annexure-A by RTGS
5. Tenders received after due date & time will not be Considered.
6. Techno Commercial Bid will be opened on date & time indicated above in the presence of tenderers who choose to be present along with authorization letter. Price Bids of acceptable tenderers will be opened at a later date.
7. PLEASE MENTION YOUR VALID E-MAIL ID.
8. MIDHANI reserves the right to cancel the tender or change the above tender schedule and also has the right to Accept/reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.
9. **For Technical queries please contact Mr K VENU GOPAL (Sr.Ex Gr-II) ph: 040-24184292 & for Commercial queries please contact Mr K.V.Sundeep (Manager) Mail ID : sandeep.venkata@midhani.com.**

MIDHANI: HYDERABAD

TENDER ENQUIRY FOR PRMBS FOR NON EXECUTIVES RETIRED (on or after 01.01. 2007)

1. Sealed Tenders are invited from the Tenders for submission of quotations confirming all the terms and conditions of Group Medclaim Policy as mentioned at Annexure-A called to be Technical Bid.
2. The Tenders should quote the premium amount group to be called as price bid.
3. The Sealed envelopes as detailed below should be dropped in the Tender Box available at our Security Main gate, Corporate Office.
 - a) Sealed Envelope 1 – superscribing “Technical Bid for the Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19, Due Date : 09-04-2019 10:30 Am
 - b) Sealed Envelope 2 – superscribing : Price Bid for the Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19, Due Date : 09-04-2019 10:30 Am
 - c) Please put the above two envelopes in a bigger size envelope, seal the envelope and superscribe “ Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19, Due Date : 09-04-2019 10:30 Am

Address:

Manager (Admin Purchase)
Mishra Dhatu Nigam limited
P.O. Kanchanbagh
Hyderabad-500058

4. Tenders received after the due date and time will not be considered.
5. The Technical Bid will be opened at 1035 hours on the same day i.e., on in the presence of the Tenders who chose to be present.
6. Price bid in respect of the qualified Tenders in the Technical Bid will be opened on a suitable day which will be intimated.
7. The price bid of the Tenders should be valid for 6 months from the date of opening the tender.
8. The undersigned reserves the right to cancel the Tender or change the above Tender Schedule and also right to accept /reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.

Tender Enquiry No. MDN/AP/35/ADVT/1195/18-19
Date: 27.03.19

Manager (Admin Pur)

MIDHANI : HYDERABAD

TECHNICAL BID FOR GROUP MEDICLAIM INSURANCE SCHEME
(Attachment to Annexure –A)

(Ref: Tender Enquiry No MDN/AP/35/ADVT/1194/18-19 dated 27.03.19)

1. Name & Address of the Tenderer :
2. The authorized person & designation
With whom the correspondence shall be dealt with :
3. The details of Phone No./Fax No. Mobile No./
E-Mail address for contract
Phone No. (Landline) :
Mobile No. :
Fax No. :
E-Mail address :
4. Past experience, if any, on
Group Mediclaim Insurance :
Policy/Scheme with any other PSUs
(if yes, a separate sheet may be attached giving the details along with supporting documents)
5. Whether do you accept to the terms and
conditions of Tender for Group Mediclaim
Insurance Scheme detailed at Annexure-A :
Under Tender Enquiry No MDN/AP/35/ADVT/1194/18-19
dated 27.03.19, for implementation in case
contract is awarded on you

(Please attach a copy of Annexure-A of this
Tender with your office seal on each and
every page to this Technical Bid.)

Date:

Signature of the Tender with office seal

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019
Annexure 'A'

Terms and Conditions for the Tender for Group Mediclaim Policy
(Ref: Tender Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19)

1. "MIDHANI" or "Company" means Mishra Dhatu Nigam Limited.
2. "Tenderer" means firm submitting quotation in response to the tender enquiry sent by MIDHANI AFTER ACCEPTING ALL TERMS AND CONDITIONS.
3. The "Officer-incharge" means the officer nominated by Midhani to perform the duties set forth in this contract.
4. "Insurer" means the successful tenderer to whom the contract for implementation of Group Mediclaim Policy is awarded.
5. Words importing the singular only also include the plural and vice versa where the context requires. Words importing persons include firm and corporation and vice versa where the context requires.
6. Coverage of Group Mediclaim Insurance Scheme/Policy:
"Retired employees of MIDHANI and their spouse"
And
"Spouse of the deceased employee"
7. Type of Risks & Coverage : Hospitalization, OPD Treatment, Pre & Post hospitalization, pre-existing diseases, for the members and their spouse with floater for the members covered under para 6 above.
8. Period of coverage : one year from the date of placing the order/commencement of the policy.
9. Policy Excess : Maximum coverage for group is mentioned at para 10 below. However, Insurance Company may allow the beneficiary to claim the short fall of claims (Claims in excess of policy amount disallowed in the policy) with other policies/Insurers if any.
10. No. of members in group and policy coverage :

| Category | Policy Coverage (Maximum) | As on 31.12.2018 (Employee Strength) |
|--------------|--|--------------------------------------|
| Group | Rs 4,00,000 Floater (Employee & Spouse) | 350 |
| Total | | 350 |

Additions/deletions shall be made during the operation of policy period.

11. Claims Settlements:

- 11.1 Time limit for settlement of claim will be within 30 days after submission of all documents by the Hospital/member. Claims are to be settled by the Insurance Company Directly or through authorized service provider/TPA.
- 11.2 In case claims are not settled by the Insurance Company/TPA within the prescribed time limit as specified above subject to submission of required documents, the Insurance company shall pay penal interest as per IRDA guidelines.
- 11.3 The Insurance company/TPA shall also extend cashless settlement in respect of all Corporate Hospitals and other hospitals as mutually agreed to, subject to ceiling of balance available coverage.
- 11.4 MIDHANI shall not hold itself responsible for any fraudulent claims from the Members of Group Mediclaim Policy.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

- 12.1 The members will be covered through Group Medclaim Insurance Policy of Insurance Company and will be operated through the same. Selection of the Insurer is through a transparent process and will be based on the premium per employee.
- 12.2 The premium shall be quoted by the Insurance Company (Tenderer) for a period of one year with a fixed premium and allowing additions/deletions of members during the validity of the contract period.
13. TABLE OF BENEFITS:
- 13.1 HOSPITALISATION BENEFIT:
- a) Actual charges up to the premium amounts as quoted by the tenderer in the quotation at Annexure – B should cover the following during the policy period:
Room rent, ICU unit, Nursing Expenses, Surgeon, Anesthesia, Medical Practitioner, Consultant, Specialist fees, Blood, Oxygen, Operation, Theatre charges, Surgical appliances, Medicines, Drugs, Diagnostic Material and other related tests as required for diagnosis including blood motions, X-Ray, MRI, CT Scan and all related to cardiology, neurology etc., Dialysis, Chemotherapy, Radio therapy, Cost of pace maker, Artificial limbs and similar other expenses based on the estimation given by the Hospital prior to admission and will be restricted to actual bill claimed by Hospital. The estimate will be sent to the Insurer within 7 days.
- b) One comprehensive/preventive health check up.
- 13.2 In the event of Hospitalization room rent & ICU charges shall be as under
Room Rent:
Maximum ceiling of 1% of total policy coverage per day or the actual amount whichever is less..
ICU charges shall be extra at actual as claimed by the hospitals authorities.
Note: The Dialysis treatment/ process period should be one month (Opening and closing)
Pre-Hospitalization: Relevant medical expenses incurred during the policy period up to 30 days prior to the Hospitalization/disease/illness injury sustained will be considered as a part of claim under hospitalization.
Post Hospitalization: Relevant medical expenses incurred during the policy period up to 60 days after hospitalization on diseases/illness sustained will be considered as a part of claim under hospitalization.
- 13.3 OUT-PATIENT DEPARTMENT (OPD):
The limit of reimbursement of OPD expenses would be **Rs.20,000/-** with floater for the retired employee & their spouse per policy period. The overall ceiling under OPD shall be limited to the Policy coverage amount as per Para-10 above.
14. This tender document is only indicative, however the actual Methodology, Operational/Working arrangement, terms & conditions will be finalized with the insurance company and an Agreement will be entered between MIDHANI and insurance company for operational/working arrangement of the scheme. In case of any queries please contact Senior Manager (Admin Purchase)

Date:

Signature of the Tenderer with office seal.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019
Annexure-B

Price Bid-Quotation for premium under Group Medclaim Policy
(Ref: Tender Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19)

1. Insurance Company (Tender) may quote premium amount.
2. The premium amount quoted by the Tenderer for each member shall be fixed for one year. Pro-rata premium shall be charged for the balance risk period, in case of newly joined members during the policy period.
3. In case the Insurance Company (Tenderer) provides any other benefits other than those detailed under Type of risk & Coverage detailed at para 1 of Annexure-A within the premium quoted, such details may be enclosed in a separate sheet. (However this shall be considered in tender evaluation but will be binding on the insurance company in case the policy is obtained from such insurance company).

Date:

Signature of the Tenderer with office seal.

Eligibility Criteria:

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

1. The Bidder should be a registered private or public owned Insurance company incorporated under The Companies Act, 1956 and /or 2013 in India or Any Special Act of Parliament.
2. The Bidder should be registered with the Insurance Regulatory Development Authority of India (IRDAI) to carry out health Insurance business for at least the last three completed financial years.
3. The Bidders shall have overall done the group health cover policy of PSUs having at least 1000 employees in the last financial years in India.
4. The Bidder shall have Gross Direct Premium Income from Health Business of at least Rs 100 crores in India in each of the last three completed financial years.
5. The Bidder should unconditionally accept the terms and conditions of the Tender Documents

Please send the supporting documents meeting the eligibility Criteria duly signed along with signed tender documents and price bid as per Annexure D

ANNEXURE-C

GENERAL TERMS AND CONDITIONS

1. DEFINITION

- a. 'MIDHANI' means Mishra Dhatu Nigam Limited, Hyderabad and it's successors in office and In-charge of the division
 - b. 'TENDERER' means the person / Firm / proprietor and it's successors, legal heirs, legal representative etc. submitting quotations in response to the advertisement / tender after accepting all the terms & conditions.
 - c. Words imparting the singular only also include the plural and vice versa where the context requires. Words imparting the persons include firm and corporation and vice versa where the context requires.
 - d. 'CONTRACTOR' means the successful tenderer to whom the work is awarded.
2. The tenders should be valid for a minimum period of 3 months from the date of opening of the tenders. The rates should be quoted in both figures and words Erasers and corrections may be avoided. In case, it is unavoidable, the same may be done with full counter signature of the tenderer on such places.
 3. Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected.
 4. Firmness of price: The quoted prices should be firm during the tenure of Contract / Purchase Order.
 5. Acceptance of tender: MIDHANI reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. MIDHANI may also enter into contract parallelly with other sub-contractors for the same job.
 6. The required information about tenderer and other details are to be furnished as per Annexure .
 7. Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
 8. Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.

9. PAYMENT TERMS:

Full payment will be made on pro rata basis based on number of applicants.

10. TERMINATION OF THE CONTRACT:

MIDHANI reserves its right to terminate the contract without any notice at any time in case of Any other reason deterrence to the interest of MIDHANI.

11. SHORT CLOSURE OF CONTRACT:

In the event of PO being placed on the successful tenderer, MIDHANI reserves its right to short close the PO for the total quantity or part thereof, without giving any notice, under the circumstances viz breach of trust/breach of contract conditions, impossibility of performance, change in market conditions, change in production plan, change in specification, cancellation of order by the end user etc.

12. EARNEST MONEY DEPOSIT

The tender must be accompanied by an EMD amount of 60,000/- INR online through [link http://ebs.in/midhani/public](http://ebs.in/midhani/public) or visit midhani website www.midhani.com > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit -ONLINE PAYMENT. Or Bank Guarantee as per format enclosed from a Scheduled Bank encashable in Hyderabad, India with validity till 90/180 days.

If EMD is not submitted, offers are liable for rejection. EMD and Security Deposit in the form of Demand Draft or Bankers Cheque will not be considered unless prior consent from MIDHANI is obtained. Exemption of EMD is available to MSE's and Start Up's as per Government Guidelines.

The earnest money shall be kept deposited till validity of the offers/finalization of the tender whichever is earlier. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resile from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited. Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

The Earnest Money shall be returned to all the firms after finalization of the tender, except to the successful tenderer. EMD of successful tenderer shall be returned after submission of Security Deposit/shall be held as Security Deposit as the case may be. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to duly sign the agreement within the period fixed by the Purchaser as indicated above, the earnest money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

Note: EMD is exempted for all Government Departments/Central PSUs /MSE/NSIC Certificate holders

In case of EMD Exemption/EMD Not applicable: In case of failure of the bidder to accept / execute the contract, the bidder shall not be permitted to participate in the re-tender for the same item. Also suitable penal action as deemed fit by Midhani shall be imposed.

13 SECURITY DEPOSIT (SD):

Either one of the below:

SD Shall be up to 10% of PO Value

The Security Deposit of above amount shall be submitted on placement of order, online through [link http://ebs.in/midhani/public](http://ebs.in/midhani/public) or visit [midhani website www.midhani.com](http://www.midhani.com) > purchase > Tenders > Tender fee, EMD fee (Earnest Money Deposit) and security Deposit - **ONLINE PAYMENT.** Or Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 15 days from the placement of order.

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Supplier/Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the order/contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

The Security Deposit shall be refunded on application by the contractor after expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.

All Government Departments and Central PSUs are exempted from payment of Security Deposit.

In all cases where SD is exempted, in case of failure of the bidder to accept / execute the contract as per agreed terms, the bidder shall not be permitted to participate in the re-tender for the same item. Suitable penal action in accordance with other provisions of the Tender shall also be applicable.

In case SD is not submitted within the stipulated time as above, interest @ 12% p.a. shall be levied for the period of delay beyond the stipulated time. Interest as above may be either deposited by the supplier / contractor or recovered from any amounts due to the supplier / contractor.

14 .MSE (MICRO AND SMALL ENTERPRISES):

As per Public Procurement Policy(PPP) for Micro & Small Enterprises (MSEs) order,2012 vide Gazette notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt of India, the following benefits will be extended to the MSEs.

If Tenderer happens to be a MSE as per Government Guidelines, necessary benefits in line with Government Guidelines issued from time to time shall be provided on submission of valid documentary proof to the satisfaction of the Purchaser. In case organization is an MSE Unit owned by SC/ST Entrepreneur or owned by Women Entrepreneur, submit valid documentary proof for extending benefits as per Government guidelines. Benefits include

- i) EMD is exempted for Micro & Small Enterprises (MSEs) registered with DIC/ NSIC/KVIC/ Udyog Aadhar Memorandum (UAM) issued by MoMSME or any other body specified by Ministry of MSME.

- ii) Purchase Preference to MSE's shall be provided as given below.
- a) In tenders, participating Micro and Small Enterprises quoting price within price band of L1+ 15 percent shall also be allowed to supply at least 20% requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- b) In case of tender item is non-divisible and if Micro and Small Enterprises quoted price is within the price band L1+15% shall be allowed to supply total tender requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise.
- iii) "Vendors to intimate the value of Goods & Services which are sub contracted by them from the MSE's if any, pertaining to the ordered item(s)".
- iv) The benefits mentioned above are meant for procurement of goods produced and services rendered by MSE's. Traders are excluded from availing these benefits

15. DISPUTES:

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

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

Procedure for Submission of Tenders in envelopes: Annexure D

Envelope No.1

“TECHNICAL BID:

Technical Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19,

Due Date : 09-04-2019 10:30 Am

To

Manager (Admin Pur)

Mishra Dhatu Nigam Ltd.

PO: Kanchanbagh

Hyderabad-500058

Name of the Tenderer :

Envelope No.2

“PRICE BID:

Technical Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19,

Due Date : 09-04-2019 10:30 Am

To

Manager (Admin Pur)

Mishra Dhatu Nigam Ltd.

PO: Kanchanbagh

Hyderabad-500058

Name of the Tenderer :

Please put up the above two envelopes in a Bigger size envelope and indicate the details as shown below
:Envelope No.3

Tender Enquiry No. MDN/AP/35/ADVT/1194/18-19 dated 27.03.19,

Due Date : 09-04-2019 10:30 Am

CONTENTS : 1. TECHNICAL BID

2. PRICE BID

To

Manager (Admin Pur)

Mishra Dhatu Nigam Ltd.

PO: Kanchanbagh

Hyderabad-500058

Name of the Tenderer :

PRE CONTRACT INTEGRITY PACT

General

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of A.P., India hereinafter referred to as the Buyer and the first part, propose to procure

_____ hereinafter referred to as Defence Stores, and M/s. _____, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

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

Commitments of the Buyer:

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

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
 - 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 6.7 The Bidder shall to use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care last any such information is divulged.
 - 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
 - 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 6.10 A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in that matter.
 - 6.11 A Bidder undertakes that in case of subcontracting, he becomes a Principal Contractor and he/she shall take the responsibility of adoption of IP by the sub contractor.
7. **Previous Transgression**
 - 7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

- 7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 8. Earnest Money / Security Deposit**
- 8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments:
- i. Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.
 - ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- 8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to those bidder s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.
- 8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.
- 9. Company Code of Conduct**
- 9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.
- 10. Sanctions for Violation:**
- 10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -
- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii) The earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

- v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
 - vi) To cancel all or any other Contracts with the Bidder.
 - vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
 - viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an office of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.
- 10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

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

12. Independent Monitors

- 12.1 Shri R MUKUNDAN, IRPS(Retd) , No.150-E, "Mandakini" Railway Officer's Enclave, Sterling Road, Nungambakam, CHEENAI-600 034 is the Independent External Monitor for Midhani.
- 12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

Tender No. MDNL/AP/35/ADVT/1195/2018-19, Dated 27.03.2019

- 13. Examination of Books of Accounts:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.
- 14. Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.
- 15. Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 16. Validity**
- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.
- 16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 17.** The parties hereby sign this Integrity Pact at Hyderabad on _____.

BIDDER

BUYER

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

In the presence of

In the presence of

Witness:

1.

2.

Witness:

1.

2.