

 <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O: Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184617, Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No. Ref : MDNL/AP02228084/ADVT/686/22-23</p> <p>CLOSING DATE: 21.04.2023 TIME : 10.30 Hours OPENING DATE: 21.04.2023 TIME : 11.00 Hours</p> <p>(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	Appointment Period
	Unit / Quantity	
<p>Appointment of Internal Audit firm for the FY 2023-24 & 2024-25</p> <ul style="list-style-type: none"> • Specification: As per Annexure-I • Check list and Contractor Details : As per Annexure-II • General Terms And Conditions To Tender: As per Annexure-III <p>All Tender documents mentioned above are to be submitted by you duly <u>signed & stamped</u> along with Techno Commercial Bid.</p>	2 Years	As per Annexure-I

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably super scribed with Enquiry No. & Due Date and shall be sent to the following address
General Manager (Commercial)
Corporate Office
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.
3. Validity of the offers shall be 90 days.
4. Tenders Bid will be opened Offline only as on date & time indicated above.
5. Taxes & Duties (if any) should be indicated clearly.
6. Payment terms : As per clause no. 1 of Annexure-III
7. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
8. PLEASE MENTION YOUR VALID E-MAIL ID.
9. 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.
10. For Technical queries please contact Sri B Laxmn ph: 040-2418 4215 & for Commercial queries please contact Sri K.V SUNDEEP (Sr. Manager) Mail ID: sandeep.venkata@midhani.com

Yours Faithfully,

For MISHRA DHATU NIGAM LIMITED



K V Sundep
Sr. Manager (Purchase)

SCOPE OF WORK: FOR INTERNAL AUDIT**(I) PAY ROLL SECTION**

- a. Checking of fixation of Pay with regard to Promotions and verify Pay and allowances covering the areas of Basic Pay, DA, HRA, Perks and OT payments, Incentives are paid as per rules, including review of advances to employees.
- b. Checking of Traveling allowances including review of advances drawn/adjustment and submission of expense reports.
- c. Checking of encashment of earned leave w.r.t. Leave Rules and crosschecking with leave records in time office vs online in the system and highlight the difference.
- d. Checking payment of Medical in-patient expenses, i.e. bills claimed by various hospitals and release of payments w.r.t. Medical Rule and also ensuring whether the medical bills of employees who are superannuated / resigned / death cases are taken care at the time of their final settlement.
- e. Review of recovery of TDS & its remittance and filing of Return.
- f. Review of all the provisions including Leave Salary, Gratuity etc. at the end of each quarter w.r.t. actuarial valuation.
- g. Checking whether all recoveries & remittances viz., PF, VPF, Income Tax, LIC, Court attachments etc. are made and are remitted in time as per the relevant Rules / Act.
- h. Checking payment of terminal benefits such as Gratuity, Leave Encashment and recoveries, if any, in respect of employees at the time of cessation of service on monthly basis.
- i. Review of leave encashment payment to separated employees and its claim from LIC.
- j. Review of Systems, Procedures and internal controls in respect of various issues relating to Pay Rolls Section.
- k. Compliance with INDS AS – 19.

(II) CASH AND BANK BALANCES

- a. Surprise Physical verification of cash and operation of cash chest with keys with two different officials.
- b. Verify Cash Vouchers and validation of cash summary report with ERP Cash Book.
- c. Verification of Receipt Vouchers and Payment Vouchers (RTGS/NEFT/FT)
- d. Ensuring correct e-payments of TDS, TCS, GST, VAT and Custom Duty Income Tax etc.,
- e. Verification of the cheques issued by the company on the various Cash Credit accounts and current accounts with reference to approvals, supporting documents.
- f. Review of proper cancellation of defective cheques, whether duplicate cheques are issued in place of cancelled cheques, if so whether with approvals and reasons recorded.
- g. Verify the receipt of DDs/Cheques deposited in the Bank without any delays along with registers maintained.
- h. Verify the Bank Reconciliation and report abnormalities if any.
- i. Review of interest/Bank charges levied by Banks on various short term overdrafts, loans taken by the company.
- j. Check whether the investments of the surplus funds made are as per the investment guidelines applicable to the Company and also w.r.t. investment committee minutes.
- k. Review of interest earned by the Company on surplus funds, receipt of TDS certificate, if any, and accounting of the same.
- l. Review of systems, procedures and internal controls in respect of various issues relating to Cash and Bank Balances.

(III) BILLS RECEIVABLES SECTION

- a) Confirm that the sales are set up based on the supporting documents that are required as per the Sales Policy of the Company and as per Purchase Orders issued by various customers and are in compliance with IND AS requirements.
- b) Whether the advances received from Customers are properly adjusted and accounted.
- c) Review all Sale Returns. Review of recommendations of Customer Assistance Committee (CAC) and its accounting in ERP.
- d) Review of Debit/Credit Notes issued.

- e) Review of aging analysis of Trade Receivables and the likely impairments if any.
- f) Review of provision for LD, doubtful debts & debtors written off based on the Accounting Policy and relevant approval of competent authority.
- g) Review of applicability of price variation clauses and claims if any made by the company.
- h) Review of remittance of TCS and issue of TCS Certificates.
- i) Verification of Corporate Guarantees /Bank Guarantees/ Indemnity bonds issued on behalf of the Company.
- j) Review of Sale Order delivery dates and highlight where delivery dates expired and action initiated by Marketing Department if any and implication of L.D.
- k) Review of the System of confirmation of balances on yearly basis
- l) Review of the system, procedures and internal controls in reference to Bills Receivable Section.
- m) Delay in dispatch of materials from the date of DC.

(IV) INDIRECT TAXATION AND INSURANCE:

- a) GST Remittance and filing of Returns.
- b) Check for any discrepancies in the GST credit availing procedure. Whether all eligible GST has been availed.
- c) Check for the cases where the material is lying with Job workers for more than prescribed period. Verify whether in such cases GST procedures have been complied with.
- d) Insurance matters related to Stores/Plant/Corporate Office.
- e) Confirm the status of Sales Tax/Service Tax/Excise Duty cases related to Pre GST regime.

(V) FIXED ASSETS:

- a) Check capitalization of fixed assets with supporting documents.
- b) Check whether fixed asset registers in ERP are maintained and updated as per the requirement of the Companies Act'2013.
- c) Check the accuracy of depreciation on fixed assets.
- d) Review of disposal of fixed assets and its removal from fixed assets register.
- e) Compliance of IND AS 16.

(VI) BILLS PAYABLE SECTION:

- a. Checking of passing of bills for purchase/expenses under the purchase/work order/contract released.
- b. Audit of passing of bills under Imprest system.
- c. Checking of payment of Customs Duty, Clearing charges, GST, Taxes and Demurrages w.r.t. contracts signed.
- d. Review of passing of bills relating to administrative expenses, civil works, advertisement, Transport Contractors Bills and hiring of taxies and the related Goods & Service Tax provisions.
- e. Review of TDS deductions (including International Payments) w.r.t. terms of contracts signed, remittances, issue of certificate and submission of Annual Returns to the authorities on the contractors/Sub-contractors bills and highlight deficiencies, if any.
- f. Review of opening of LCs and FE remittances with reference to P.O./contractual terms. Review of various charges recovered by bank and its timely accounting in ERP.
- g. Review of payment of advances to suppliers, payments to the creditors.
- h. Review of refund of EMDs and SDs.
- i. Review of Telephone bills and other expenses like Publicity, foreign travel with respect to original approvals from competent authority.
- j. Review of Accounts in respect of Customer Financed Projects and status report.
- k. Review of booking of Capital WIP w.r.t. proper documentation and PO's/contracts. Review of long pending CWIP and reasons for pendency.
- l. Review of System, Procedures and internal controls relating to all issues dealt by Bills Payable Section.
- m. Review of accounting of GST w.r.t Reverse charge mechanism on various payments, such as Transportation of goods, etc.
- n. Review of payments made and expenditure booked under Corporate Social Responsibility.

- o. Verify whether the Bank guarantees received from various suppliers are in line with contractual agreement and their validity and Banks confirmation for issuance of BG. Also comment upon system of sending list of monthly outstanding BG's and list of BG's expiring within 30 days to concerned departments advising them to take necessary action and highlight non-compliances by the respective departments.
- p. Review the system of vendor account reconciliation.
- q. Review of aging analysis of Trade Payables.
- r. Review of various advances and its adjustment. List out long outstanding advances pending adjustment with reasons thereof.
- s. Review of Sub-schedules of various General Ledger Account relating to Bills Payable Section.

(VII) MATERIAL ACCOUNTING

a) Receipt Process

- i. Check any abnormal delay in the creation of material receipt in the system- ERP Receipt Date vs GR Date (Delay upto 8 days to be treated as normal delay)
- ii. Check any abnormal delay in the conversion of receipt into delivery of the material or service in the system after acceptance – Delivery vs Acceptance Date

b) Metal Bank Transactions

- i. Check for any transfers from Metal Bank on loan basis and the corresponding accounting entry.

c) Job Works

- i. Check whether there exists any open Delivery Challans where the related OSP batch has been closed and the vice versa.
- ii. Verification of Semi-Finished materials lying with the subcontractor based on Hyderabad on as test check basis along with team of Midhani personnel.
- iii. Check for the quantity of product declared in batches but receipt not updated in OSP Challan (for Open challans).

(VIII) COSTING

a) Production transactions

- i. Check for timely draws of ingredients and yield of products in production batches.
- ii. Check for declaration of output in a grade different from the input grade.
- iii. Check for batches pending closure for a long time.
- iv. Check for correctness of CAF.
- v. Check the correctness of OSP resource hours in all OSP batches closed during the period.
- vi. Check for quantity of rejected material with customers arising out of CAC conducted during quarter and cumulative.

b) OPM Financials

- i. Check whether the scrap credit approvals have been taken on a monthly basis. Verification of methodology of adjustment of scrap credit in cost.
- ii. Check for any period end negative quantity/negative cost.
- iii. Check the monthly Machine Hour Rate calculation and its adoption in ERP.
- iv. Review of provision for non moving Inventory.
- v. Check the valuation of Inventory.

- c) Verification of Physical quantity of various items as listed below and reconciling them with ERP Balances as given below:

- | | | | |
|-----|---------------------|---|----------------------------------|
| i. | Raw Material | : | Main Stores, On Quarterly Basis. |
| ii. | Consumables, Spares | : | Main Stores, On Quarterly Basis. |

General:

As Midhani is listed company any statutory obligation as per SEBI guidelines, if not covered above, also needs to be considered as part of scope.

The above are the broad guidelines of the scope. The scope may vary to comply with the latest amendments / Acts / Rules etc. From the Internal auditors point of view, if there are any other aspects, which you consider necessary, they may also be examined and suggested.

Coverage:

At least four months in a year with one month in each quarter unless otherwise specified.

Reporting:

The Audit report may be submitted in four phases indicating the findings/shortfalls/improvements etc. The report in respect of the last quarter of the Financial Year 2023-24 must be submitted by 15th April 2024.

Office Timings:

Our office timings are 09:15 AM to 05:30 PM on all week days. Second Saturday of the month and Sunday closed for the week.

Payment:

The terms of payment would be prorata 100% on certification of Quarterly reports by Additional General Manager (Corporate Finance).

Eligibility Criteria:

1. The Chartered Accountant/Cost Accountant firm should be preferably based at Hyderabad
2. The Chartered Accountant/Cost Accountant firm should have been in existence for a minimum period of ten years and have experience of carrying out minimum two audit (Statutory / Internal) during any of the preceding five financial years till 2021-22 in respect of any manufacturing company having a turnover of ₹ 500 crore or more. To this effect, the firm should submit copies of respective contracts.
3. The firms who have carried out Statutory Audit and Internal Audit in MIDHANI for the last 2 spells are not eligible.

Annexure-IICHECK LIST & CONTRACTOR DETAILS (Fill In Detail)

SL. No.	DESCRIPTION OF DOCUMENT	YES	NO	REMARK
1	Enclosed Xerox copy of your firm company/Agency Registration certificate/partners ship deed			
2	Enclosed Xerox copy of License obtained from office of Regional Labour Commissioner (central) (if applicable)			
3	Enclosed Xerox copies of GST. No. PAN No. (Firm/Organization)			
4	Agreed to MIDHANI standard payment terms			
5	Reply should be given point wise to Technical terms / specifications of contract enquiry.			
6	List Applicable Taxes clearly			
7	All Tender documents mentioned above are to be submitted by <u>you duly signed & stamped along with Techno Commercial Bid.</u>			

Date:

Signature of Tenderer with seal

B) CONTRACTOR DETAILS (Fill In Detail)

1. Name & Address of the tenderer:

2. Name of the authorized person with designation:

Office telephone :

Residence telephone :

Cell / Mobile no :

Valid / Official Email ID :

Fax no :

3. Are you License Holder under contract Labour (R&A) :

Act 1970 & the contract Labour act (R&A) central
Rules, 1971 made there under

4. If so furnish details of the license No:

a. Maximum number of labourers employed:

(Indicated separately)

b. Validity period of license :

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

a. Income Tax PAN no. :

b. GST Code No. :

c. EPF code,(If Applicable)

d. ESI code, ,(If Applicable)

6. Are the rates quoted in commercial bid/price bid :

Comply with the minimum wages as per latest notifications

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

8. Details of present contracts in hand with MIDHANI

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

GENERAL TERMS AND CONDITIONS TO TENDER**1. PAYMENT TERMS:**

- a. Full payment will be made within 30 days after submission of certified bill for the job completed Quarterly, subject to compliance of clauses and other Terms & Conditions mentioned in the Purchase Order/Contract.
- b. The Contractor shall raise the bill for the work done.

2. PRICES:

Tenderers shall submit their quotation in INR. The prices shall be firm during the tenure of the order/contract and unchanged during the contract period irrespective of changes in payments, if any, in compliance of statutory provisions from time to time by him. Quotation with vague and inconclusive expressions and not clear in all respects is liable to be rejected.

3. The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the labour employed by him under this contract.
4. Rejections: The order has to be executed as per scope of work. In case any material is rejected due to faulty workmanship, the cost of material as determined by MIDHANI would be recovered from the contractor. The contractor shall engage his own supervisor to supervise the work of his workmen during all the working periods.
5. Midhani may extend the contract subjected to satisfactory performance by the contractor along with contractor's acceptance to continue with same price and terms, if required.

6. EXECUTION OF WORK:

- a. The work shall commence on awarding the contract by MIDHANI. The work shall generally be carried out during A. B, C & G on working days. Written permission of MIDHANI has to be obtained for working before and beyond these hours.
- b. The contractor shall engage workmen competent to perform the allotted work.

7. DEDUCTIONS AND RECOVERIES:

- a. In the event of Contractor has executed unsatisfactory work or carelessly, recoveries will be made from the Contractor's bills or any other payments due to the contractor or Security Deposit as assessed by In-charge of the work. Decision of Midhani will be final in case of any dispute in this regard.
- b. MIDHANI shall recover the actual expenditure incurred to make good the-
 - Poor quality of work.
 - Damage caused to the neighbouring works, surrounding equipments.
 - Damage caused by him and /or persons employed by him either during the course of work or otherwise.
 - From any sums due or may become due from whatever source available in the event of contractor's failure / refusal to do so.
- c. In every case, in which by virtue of the provisions of Sec (12), sub section (1) of the Employee compensation Act, 2010, if MIDHANI is obliged to pay compensation to workmen employed by the Contractor in execution of the work under section-12, sub-section (2) of the said Act, MIDHANI shall

be at liberty to recover such amount or any part thereof, by deducting it from the Security Deposit or from any sum due from MIDHANI to the Contractor (s) whether under the contract or otherwise.

- d. MIDHANI shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor (s) and upon his / their giving to MIDHANI full security for all costs for which MIDHANI might become liable to pay in consequence of contesting such claim.
- e. The Contractor shall indemnify MIDHANI from all liability whatsoever under the Employee compensation Act, 2010 or otherwise in respect of any injury suffered by the staff employed by the Contractor including resultant death of his staff/worker.
- f. The Contractor shall indemnify Midhani other consequential treatment cost incurred.

8. COMPENSATION:

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

9. SECURITY:

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

10. COMPLIANCE WITH ENACTMENTS:

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

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

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

11. SAFETY:

- a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.
- b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,

- c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

12. LIQUIDATED DAMAGES:

- a. The time completion of work as specified shall be strictly adhered to by the contractor. If the contractor fails to adhere with the time schedule, he shall be liable to pay liquidated damages at 1% (One percent) per week of Contract Value provided the total liquidated damages shall not exceed 10% (ten percent) of the Contract amount. **In case the default continues beyond one day, it will tantamount to breach of contract and the contract is liable to be terminated.**
- b. Failure on the part of the Contractor to carry out the jobs as per Contract in time, MIDHANI, apart from Levying liquidated damages, is entitled to make alternate arrangements for carrying out such jobs at the cost and risk of the contractor and shall recover such expenditure incurred by it from the Contractor's Bills/Security Deposit. In case amounts of bills & SD/BG are not sufficient for recovery, the recovery may be effected from any other amount due to the Contractor or the contractor may be asked to pay the difference amount.

13. INDEMNIFY:

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

14. Any Order resulting from this invitation to tender shall be governed by our General Terms and Conditions of Contract and the supplier quoting against this enquiry Shall be deemed / to have read and understood the same.
15. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
16. The offer should be complete in all respects. Full Particulars and descriptive literature and drawing should be forwarded along with the quotation. The make of the items offered should be clearly specified. Materials should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Test Certificates must be produced, wherever required. Material conforming to IS will be preferred.

17. VALIDITY:

The offer should be valid for a minimum period of 90 days from the date of opening of the tender.

18. WARRANTY/GUARANTEE (If applicable):

A Guarantee Certificate for the equipment/material for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier is to be submitted towards any design, fabrication, workmanship defects etc. in case, any defects are noticed the same should be repaired / replaced free of cost.

19. EARNEST MONEY DEPOSIT Not Applicable for this tender

20. SECURITY DEPOSIT (SD):

3% PO Value. SD amount shall be submitted by vendor within 21 days from the date of start of work mentioned in PO.

The Security Deposit of above amount shall be submitted on placement of order, online through bank 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.

Bank Account Details:

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

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.

21. All Bank Guarantees (EMD/SD/Advances/PBG) submitted:

- a. Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India and in our prescribed formats only.
- b. Bank Guarantees (SD/Advances/PBG) shall have an additional claim period of three months from the date of expiry.

22. Preference under Make in India Programme as per below mentioned notifications shall be provided to all Local Vendors:

- a. Public Procurement (Preference to Make in India) Order – 2017 dated 15/06/2017.

b. DDP Notification No. 59011/8/2015-D(HAL-II) dated 29/06/2018, 26/7/2018, 27/8/2018, 17/9/2018, 16/11/2018 for list of items with minimum specific local content for consideration as Local Vendor.

23. Vendors to intimate the value of Goods & Services which are sub contracted by them from MSE's if any, pertaining to the tendered item(s).

24. 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

25. Start ups as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD)

26. PRICE NEGOTIATIONS:

Price Negotiations as such shall not be held, except in the case of Negotiations with the lowest tenderer and accordingly, the tenderers shall have to submit their best commercial bids.

27. ARBITRATION:

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the EOI/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR)

Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

In case of PSU/Government organization DPE guidelines in force or as amended from time to time shall be applicable. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government dept./Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013- DPE(GM)/FTS-1835 dated 22/5/2018 or the latest DPE Guidelines issued from time to time.

28. JURISDICTION:

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, India.

29. RISK PURCHASE:

If the Contractor fails to complete the supply of material /assigned work within the time prescribed in the tender/ contract/Purchase Order thereof, the Purchaser reserves the right to get the supplies/job done through other sources at the supplier's/Contractor's cost and risk.

30. ADDENDA TO TENDER DOCUMENTS:

The Purchaser reserves the right to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clause or items stated in the tender documents issued with this invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

31. NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

32. BANKRUPTCY ETC.:

If the Supplier/Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

- a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

- b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

33. RIGHT OF ACCEPTANCE:

The Purchaser does not bind himself to accept the lowest or any of other tender and reserves the right of acceptance the whole or any part of the tender or portion of the quantity offered.

34. CANCELLATION / SHORT CLOSURE OF CONTRACT/PURCHASE ORDER:

The purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) Purchaser reserves the right to cancel the Purchase Order/ contract on its own under exceptional circumstances.
- d) The contractor can short close the contract with giving three month notice along with proper justification for the short closure.

On receipt of notice for short closure, the contractor shall cease all further work, except for such work as may be specified in the notice for the sole purpose of protecting that part of the stores already executed.

Further, the liability of MIDHANI in such cases will be limited to the extent of the cost as assessed by MIDHANI, in its opinion, till the point of short closure.

35. SUBMISSION OF TENDER:

Tenders shall be submitted as per procedure specified at Annexure III. The tenders received after the stipulated time and due date, due to any reason whatsoever will not be considered. Tenders who are incomplete or otherwise considered defective are liable to be rejected.

36. MULTIPLE L1 PARTIES:

In case more than one tenderer is qualifying as L1, after price evaluation and the order is not to be split, the placement of order shall be done after obtaining reduced revised price bid from the L1 tenderers and if still there is a tie among L1 tenderers then to discover the final L1, draw of lots shall be held in presence of the tenderers who chose to be present.

37. Only one vertical (Company) from a group of companies will be eligible to participate in the tender.

Midhani reserves the right to reject the bids of all such parties summarily, if it is found that verticals under the same organizations have participated.

38. TENDER OPENING:

A. TECHNO-COMMERCIAL BIDS:

Techno-commercial Bids (un-priced) only shall be opened on the due date indicated in the enquiry in the e-platform (or) in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening, as the case may be.

B. PRICE BIDS: (if applicable)

Price Bids of technically acceptable tenders' shall be opened after the Techno-commercial bids evaluation and after receipt of clarifications, if any, in the e-platform (or) in the presence of Tenderers or their authorized representatives who choose to be present at the time of tender opening, as the case may be at the time and date which will be informed to the tenderers concerned in advance.

The comparative assessment of offers received would be made on equal footing taking into account the financial implications for the deviations in terms and conditions/loading of any charges to arrive at the Landed Cost to MIDHANI. In case of any acceptable commercial deviation, MIDHANI may evaluate the prices with appropriate loading at One year MCLR rate + 0.5% of SBI prevailing on the date of Technical bid opening."

Conditional discounts offered by the tenderers for coverage within a shorter period for early inspection / payment etc., shall not be considered at the time of evaluation of tenders.

39. Note to Suppliers regarding Invoice and related payment conditions:

- i) The GST invoice to be submitted by supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
- ii) Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
- iii) Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
- iv) Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
- v) If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
- vi) If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
- vii) In case MIDHANI is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

40. DEFINITIONS:**A. PURCHASER:**

The term "Purchaser" or "Midhani" as used herein shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.

B. TENDERER:

The term "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.

C. SUCCESSFUL TENDERER/SUPPLIER/CONTRACTOR:

The term "Successful Tenderer/Supplier/Contractor" shall mean the Tenderer whose tender has been accepted and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.

*_*_*_*_*

Annexure-A

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

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

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

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

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,

For M/s.....

Authorized Signatory Name:

Designation:

Stamp:

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

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

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

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

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

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,

For M/s.....

(Authorized Signatory)

Name:

Designation:

Stamp:

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender No. MDNL/AP02228084/ADVT/686/22-23 Dt. 30.03.2023

Due Date : 21.04.2023 @ 10:30 Hrs.

Opening Date : 21.04.2023 @ 10:30 Hrs

To

**Dy. General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.**

NAME OF THE TENDERER:

Envelope No.2

"PRICE BID"

Tender No. MDNL/AP02228084/ADVT/686/22-23 Dt. 30.03.2023

Due Date : 21.04.2023 at 10.30 hrs

Opening Date : 21.04.2023 at 11.00 hours

To

**Dy. General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.**

NAME OF THE TENDERER:

PLEASE PUT THE ABOVE TWO ENVELOPS IN A BIGGER SIZE ENVELOPE AND INDICATE THE DETAILS AS SHOWN BELOW:

CONTENTS : 1. TECHNO – COMMERCIAL BID & other documents
2. PRICE BID.

Tender No. MDNL/AP02228084/ADVT/686/22-23 Dt. 30.03.2023

Due Date : 21.04.2023 at 10.30 hrs.

Opening Date : 21.04.2023 at 11.00 hours

To

**Dy. General Manager
In-charge Purchase
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.**

NAME OF THE TENDERER: