

 <p>MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O.: Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184562 Fax : 040- 24340764 Our New TIN NO. 36540140503</p>	<p>Invitation to Tender No.</p> <p>Ref : MDNL/AP02238058/ADVT/373/23-24 Date : 29.09.2023 CLOSING DATE : 10.10.2023 Time: 10:30 Hours OPENING DATE : 10.10.2023 Time: 11.00 Hours</p> <p align="center">(TECHNO 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 Sir,

You are requested to send your offer by post for the following Works, as per the Terms & Conditions mentioned herein and also in the Annexure,

Material / Work Description & Specifications	Estimated Unit/QTY	Delivery Required by
<p>Invitation for Quotation- Insurance Policies of MIDHANI- 2023-24 (Assets)</p> <ul style="list-style-type: none"> • Premium all its insurance policies as mentioned in Annexure-A. • Price Bid: As per Annexure – B. • Service Level Agreement (SLA): As per Annexure – C. • Eligibility Criteria as per Annexure-D • Please submit your offer on Two Part Bid, Techno-commercial Bid and Price Bid separately as per Annexure-E. • Please submit signed copy of IP As per Annexure- F <p>All Tender documents mentioned above are to be submitted by you duly signed & stamped and up loaded On line along with Techno Commercial Bid.</p> <ol style="list-style-type: none"> 1. Please submit your offer by post/ email 2. Please submit your offer on Two Part Bid: Techno Commercial Bid & Price Bid. 	One year	01.11.2023 onwards

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 subscribed with Enquiry No. & Due Date.
3. Validity of the offers shall be 90 days.
4. Tenders received after due date & time will not be Considered.
5. 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.
6. PLEASE MENTION YOUR VALID E-MAIL ID.
7. 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. **For Technical queries please contact Sri T Ashwini. Sr. Manager (F&A) ph: 040-24184365 & for Commercial queries please contact Sri K.V.Sundeep (Sr. Manager) Mail ID : sandeep.venkata@midhani.com.**
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. L-1 will be decided on overall L-1 basis for all the tendered items


K V Sundeep
Sr. Manager (Purchase)



MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

P.O. Kanchanbagh, Hyderabad-500058, Telangana, India

Corporate Identity Number: L14292A1973GO100

Phone: 040-24340001 (10 lines), 24184270

**REQUEST FOR QUOTATIONS
FOR VARIOUS INSURANCE POLICIES
FOR THE YEAR 2023-24**

REQUEST FOR INSURANCE QUOTES FOR THE YEAR 2023-24

Date:

To

M/s. _____

Sub: Request for Renewal of Various Insurance Policies of Mishra Dhatu Nigam Limited

for the period of 01.11.2023-31.10.2024 (00.00 hrs)

-oOo-

Dear Sirs,

Sealed Tenders are invited for renewal quotes towards renewal of various Insurance Policies of Mishra Dhatu Nigam Limited (MIDHANI) as per attached underwriting slips for the period of 01.11.2023 to 31.10.2024 (00.00 hrs.) in a two-bid system where **Annexure-A** of the bid shall consist of **Techno Commercial Bid along with Annexure C (SLA)** and **Annexure - B** of the bid shall consist of **Price Bid**. These two bids duly signed and stamped on each & every page are to be given in separate two sealed envelopes and shall be marked with **"Techno Commercial Bid"**, and **"Price Bid"** respectively.

All the three envelopes shall be put in one sealed envelope and the same should be marked on the envelope with “Quotation for MIDHANI Insurance Policies Renewal – 2023-24” and should be addressed to:

Additional General Manager (I/c Purchase),
Purchase Department
Mishra Dhatu Nigam Limited
P.O. – Kanchanbagh, Hyderabad – 500 058.

The sealed quotation is to be dropped in the Tender Box located at MIDHANI Corporate Office, P.O. Kanchanbagh, Hyderabad – 500058 before 10.10.2023 at 10.30 a.m. The bids will be opened at 11.00 a.m.

Please note that our Company Sun Risk Management and Insurance Broking Services Pvt Ltd, having office at Door No.1-19-80/53, Thakur's Villa, 1st Floor, Vijayapuri Colony, Kapra, Hyderabad – 500 062, has been appointed as Exclusive Insurance Broker for all the insurance policies mentioned in the tender.

Quotes received after the scheduled date and time will not be considered. Your offer has to be valid for a period of 60 days from the date of submission of tender.

INTRODUCTION

Mishra Dhatu Nigam Limited (MIDHANI) is a Mini Ratna Public Sector Company under the Ministry of Defence, Govt. of India. It is a specialized metal and metal alloys manufacturing company. The company was set up in 1973 at Hyderabad with the objective of proving the nation self-reliance in strategic materials. For the last four decades, the Company is handling challenging tasks of developing alloys, taking a lead position in indigenization of critical technologies and products to render support to several Programs of National importance and hi-tech segments of Indian industry. The Company has now started offering its core competence of developing and manufacturing custom made alloys to suit the specific requirements of customers for their critical applications. It has gone beyond the scope of the original product-mix and developed more than 100 grades to meet the strategic and commercial sectors. Company also has a plant located at IMT, Rohtak, Haryana established for making bullet proof vests and armoured vehicle.

The company is a listed company in Indian Stock Exchange. (BSE: 541195 - NSE: MIDHANI)

LOCATION: The plant is located at Kanchanbagh, Hyderabad, and IMT Rohtak, Haryana

RAW MATERIALS: The Raw Materials being Cobalt, Iron, Nickel, Titanium sponge, Titanium oxide, Low carbon/medium/high Ferro Chrome, master alloys, etc. Most of the Raw Materials are imported from various countries.

FINISHED PRODUCTS: Super alloys, Titanium Alloys, Special Steels in various forms, shapes and sizes used in aeronautics, space, nuclear, chemical, petrochemical, power generation and furnace industries, where extreme temperatures, mechanical stresses and corrosive environments are encountered.

Midhani needs to renew all its insurance policies as mentioned in Annexure-A with effect from **01st November, 2023 for one year.**

Techno-Commercial Bid (Annexure – A)

GENERAL TERMS & CONDITIONS (GT&C)

- The quotation has to be furnished on Gross basis, which is inclusive of all loading/discounts, however Goods and Service Tax (GST) to be quoted separately for each and every item of the Schedule Nos. 1 to 13 are separately enclosed as part of Annexure-A.
- The quotation has to be submitted separately for each of the risks/policy of the schedule(s) attached herewith.
- Please confirm that in your premium calculation and quotation in the Price Bid (Annexure-B), you have strictly complied with each and every parameter as stated above. No Subsequent increase in premium rates will be allowed under any circumstances after the last date of submission of quotes
- Information provided herein above and in the schedules is exhaustive and no further details will be provided for issuance of policy.
- Please confirm that your quotation is strictly in compliance with the General Insurance Council Circulars, deviation of which may render the quotation invalid.
- Please confirm that you have agreed to comply with the terms detailed in Service Level Agreement (SLA) and execute the same before placement of insurance. The SLA is attached in Annexure-C. No deviations are accepted.
- Please confirm that you have quoted premium rate of Standard Fire & Special Peril Policy as per IIB Occupancy codes and guidelines relating to that issued from time to time by GIC council and IRDA.
- The lowest bid consideration will be done based on the total quote for all the policies combined together.
- MIDHANI reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.
- For any queries, please contact Sri K V Sandeep, Senior Manager (Purchase) Ph: 040-24184617. *e-mail: Sandeep.venkata@midhani-india.in, T Ashwini, Sr. Manager (F & A) Ph: 040-24184 Or Mr. J Kumaraswamy, AGM & Branch Head, Mobile: +91-9848055418, e-mail jk@sunrisk.co.in;*
- No extra payment except GST & Statutory levies if any on premium shall be paid by the Company. Any other expense incurred by the bidder while submitting the tender shall be borne by them only.

- All the bids should be unconditional. MIDHANI retains the right to negotiate with all or any of the bidders.
- Each page of the bid shall be sealed and signed by an authorized signatory of the Bidder.
- The sum insured as provided in the Underwriting Slips for various insurance policies is provisional and may have upward or downward revision at the time of placement of insurance policies. Any addition or deletion of Sum Insured during the currency of the policy will be calculated on pro-rata basis.
- Eligibility Criteria for the present tender is placed at **Annexure D**

STANDARD TERMS & CONDITIONS (STACS)

A. GENERAL

UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS 'STACS.'

B. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by MCPI Language for communication & all documentation shall be same that the bidder has used in the tender enquiry.

C. ARBITRATION

Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Hyderabad (India) in English language, under the Indian Arbitration and Conciliation Act, 1996.

D. JURISDICTION OF COURTS

All contracts shall be deemed to have been wholly made in Hyderabad and all claims thereunder are payable in Hyderabad City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Hyderabad City, Telangana State, India i.e. courts in Hyderabad shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

DECLARATION

We confirm that the **Re- insurance support** has been provided from the following Re-Insurer(s) that has/have enjoyed a rating of **at least BBB** for last five years as per IRDA Guidelines and complied with the norms of latest treaty guideline by GIC.

Name of the Re-Insurer(s) _____

Credit Rating of the Re-Insurer(s) _____

Name of Rating Agency(ies) _____

We confirm that adequate Reinsurance Arrangement has been made from the above Re-Insurer(s) covering the risk exposure as per the Terms of Underwriting Slip.

We also confirm that **under any circumstances, claim of MIDHANI will not be prejudiced or delayed pending recovery of claim proceeds from the Re-Insurer(s).**

We also confirm that as per IRDAI guidelines:

- a. Any dwelling risk at a single location is covered under Bharat Laghu Udyam Suraksha Policy.
- b. Any other property (except dwelling) risk at a single location having sum insured upto Rs.5 Cr to be covered under Bharat Sookshma Udyam Suraksha Policy.
- c. Any other property (except dwelling) risk at a single location having sum insured exceeding Rs. 5 Cr but not exceeding Rs.50 Cr to be covered under Bharat Laghu Udyam Suraksha Policy.

Date: _____

Bidder's Seal

Authorized Signature of the bidder

RISK DETAILS OF STANDARD FIRE & SPECIAL PERILS POLICY

(Schedule 1)

Insured	Mishra Dhatu Nigam Limited
Location of Risk	Kanchanbagh, Hyderabad & IMT Rohtak, Haryana.
Period of Insurance	01.11.2023 (00.00 hrs) to 31.10.2024 (00.00 hrs)
Policy Type	Standard Fire & Special Perils Policy
Property Insured	<p>All the property (real & personal property / held in trust / under care and custody of MIDHANI) of the Insured being or becoming and/or held by them in trust and/or on commission and/or Assets funded by others namely AVNL and ASL and/or Others (HAL/VSSC/DRDL/DMRL/VSSC/GTM) etc. for which they have an insurable interest and/or may otherwise be interested in case of loss or damage covered under this Policy, whilst contained in the Insured's premises as specified in the Schedule.</p> <p>Property including materials in open, Tank Farms & Pipelines including contents inside & outside of the plant owned by MIDHANI, fire-fighting systems & equipment, valuable papers and records, fine arts, architects, accountants and professional advisors' fees, mobile equipment, vehicles not licensed for highway use, property in the custody of Employees and Officers, expediting expenses, property whilst in transit, improvements and betterments, extra expenses and new acquisitions of property by the Insured during the Period of Insurance.</p>
Risk Coverage –	<p>Physical loss or Damage to the property as mentioned above arising out of operation of Specified Perils as mentioned below including Add-on covers subject to terms, conditions, endorsements of the policy.</p> <ul style="list-style-type: none"> - Fire & Allied perils; - Lightning; - Explosion/Implosion; - Aircraft Damage - Riot, Strike & Malicious Damage - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation - Impact Damage - Subsidence and Landslide including Rockslide - Bursting &/or Overflowing of Water Tanks, Apparatus and Pipes - Missile Testing Operations

	<ul style="list-style-type: none"> - Leakage from Automatic Sprinkler Installations - Bush Fire
Description of Property	<p><u>Building:</u> - All Kinds of Buildings, Civil/Steel structures including Plinth and Foundations, Roads, Culverts, Boundary walls, and all other Infrastructures within the compound and outside the compounds of the plant.</p> <p><u>Machineries:</u> - All Plant and Machineries including Furnaces, Boilers, Material Handling, Earth Moving Equipment Installations, Laboratory, R&D Equipment, Utilities and Process Equipment, Pollution Control Equipment, Pipe lines, Cables Transmission lines/ Grid/ Transformers include underground and overhead transmission line and all kinds of related cables including control panels.</p> <p><u>Furniture, Fixture & Fittings:</u> - All kinds of Furniture, Fittings & Fixture as well as Office Equipment located at Plant compound, including but not limited to Computers, Peripherals and Servers.</p>
Sum Insured (Full)	Rs. 2232.11 Crore for Property Damage to Buildings, Plant & Machineries, Pipe Lines, Stocks and Furniture Fixture & Fittings including stocks as detailed under <u>Schedule 1</u> as attached.
Deductible under SFSP Policy	Excess: - As per latest General Insurance Council Guideline.

ADD-ON COVERS / EXTENSION REQUIRED UNDER SFSP

SL. NO.	Add-on Cover / Extension	Limit of Liability (LOL)
1	Public Authorities	On Actual Basis
2	Fire Fighting Expenses & Loss Minimization Expenses	Rs. 5,00,00,000/-
3	Earthquake Fire & Shock & Tsunami	Full Sum Insured
4	STFI & Terrorism	Full Sum Insured
5	Omission to insure additions, alterations &/or extensions	Upto 5% of Total Sum Insured (Excluding Stocks) for each & every loss.
6	Architects, Surveyors & consulting engineers fees	Rs.5,00,00,000/-
7	Removal of Debris	Rs.5,00,00,000/-
8	Reinstatement of sum insured following a loss	Automatic
9	Temporary Removal of Stock	Rs. 5,00,00,000
10	Shut Down/Start Up Costs	Rs. 5,00,00,000
11	Removal of Debris	Rs.5,00,00,000
12	Computer Systems Records	Rs.5,00,00,000
13	Spontaneous Combustion	Rs. 5,00,00,000
14	Spoilage Material Damage Cover	Rs. 5,00,00,000
15	Molten Metal Spillage Cover	Rs. 2,50,00,000
16	Minor Works	Up to Rs 5,00,00,000 for any one project & in aggregate
17	Impact Damage including but not limited to buy own vehicles, Cranes, Fork Lifts and article dropped from thereon	Up to Rs. 5,00,00,000
18	Escalation	5% of Sum Insured other than Stocks.
19	Claim Preparation Cost (PD)	Rs.5,00,00,000
20	72 Hours Clause	Yes
22	Designation of Property Clause	Yes
23	Local Authorities Clause	Yes

NOTE: RESPECTIVE CLAUSES NEED TO BE ATTACHED WITH THE POLICY

Note: The Sum Insured Value as mentioned above is provisional and may revise upward/downward at the time of placement of the policy.

RISK DETAILS OF STANDARD FIRE & SPECIAL PERILS POLICY – STOCKS (Declaration)
(Schedule 2)

Insured	Mishra Dhatu Nigam Limited
Location of Risks	Kanchanbagh, Hyderabad & IMT Rohtak, Haryana.
Period of Insurance	01.11.2023 (00.00 hrs) to 31.10.2024 (00.00 hrs)
Policy Type	Standard Fire & Special Perils Policy
Property Insured	<ul style="list-style-type: none"> • Stocks including Finished Goods, Raw Materials, Consumables, LPG, Liquified Nitrogen/Hydrogen and other gases, Stores, Spares etc. including Stock in Open and Semi-Finished Goods on Declaration basis • Inventory in Metal Bank • Temporary Removal of Stock
Risk Coverage –	<p>Physical loss or Damage to the property as mentioned above arising out of operation of Specified Perils as mentioned below including Add-on covers subject to terms, conditions, endorsements of the policy.</p> <ul style="list-style-type: none"> - Fire & Allied perils; - Lightning; - Explosion/Implosion; - Aircraft Damage - Riot, Strike & Malicious Damage - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation - Impact Damage - Subsidence and Landslide including Rockslide - Bursting &/or Overflowing of Water Tanks, Apparatus and Pipes - Missile Testing Operations - Leakage from Automatic Sprinkler Installations - Bush Fire
Sum Insured (Full)	Rs. 1327.90 Crore as detailed under <u>Schedule 2</u> as attached.
Deductible under SFSP Policy	Excess: - As per latest General Insurance Council Guideline.

ADD-ON COVERS / EXTENSION REQUIRED UNDER SFSP

SL. NO.	Add-on Cover / Extension	Limit of Liability (LOL)
1	Public Authorities	On Actual Basis
2	Fire Fighting Expenses & Loss Minimization Expenses	Rs. 5,00,00,000/-
3	Earthquake Fire & Shock & Tsunami	Full Sum Insured
4	STFI & Terrorism	Full Sum Insured
5	Omission to insure additions, alterations &/or extensions	Upto 5% of Total Sum Insured (Excluding Stocks) for each & every loss.
6	Architects, Surveyors & consulting engineers fees	Rs.5,00,00,000/-
7	Removal of Debris	Rs.5,00,00,000/-
8	Reinstatement of sum insured following a loss	Automatic
9	Temporary Removal of Stock	Rs. 5,00,00,000
10	Removal of Debris	Rs.5,00,00,000
11	Computer Systems Records	Rs.5,00,00,000
12	Spontaneous Combustion	Rs. 5,00,00,000
13	Spoilage Material Damage Cover	Rs. 5,00,00,000
14	Molten Metal Spillage Cover	Rs. 2,50,00,000
15	Impact Damage including but not limited to by own vehicles, Cranes, Fork Lifts and article dropped from thereon	Up to Rs. 5,00,00,000
16	Claim Preparation Cost (PD)	Rs.5,00,00,000
17	72 Hours Clause	Yes
18	Designation of Property Clause	Yes
19	Local Authorities Clause	Yes

NOTE: RESPECTIVE CLAUSES NEED TO BE ATTACHED WITH THE POLICY

Note: The Sum Insured Value as mentioned above is provisional and may revise upward/downward at the time of placement of the policy.

RISK DETAILS FOR BHARAT LAGHU UDYAM SURAKSHA INSURANCE POLICY FOR DWELLING & OFFICE
(Schedule 3A)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad		
Period of Insurance	From 1 st November, 2023 to 31 st October, 2024		
LOCATION	BUILDING	CONTENTS	TOTAL
	Rs. In Lacs	Rs. In Lacs	Rs. In Lacs
Administrative Office, Hostel, Guest House at Kanchanbagh, Hyderabad	574.48	771.58	1346.06
Township/School/Hospital, Hyderabad	1389.90	66.25	1456.15
New Delhi Office, Flat-8330, C-8 Basant Kunj, New Delhi-110070		11.54	11.54
TOTAL	1964.38	849.37	2813.75
Claim experience	No claim reported during last 3 years		
Add-on Covers required	STFI, Earthquake (Fire & Shock), Terrorism		
Free Add-on Covers	Addition, Alteration &/or Extension upto 15% of SI		
	Temporary Removal of Stock		
	Stock on Floater Basis		
	Cover for Specific content like Money upto Rs. 50,000/-, Document, Deed upto Rs. 50,000/-, Computer Programme for Rs. 5 Lacs and Personal effects upto Rs. 15,000 per person for maximum 20 persons		

RISK DETAILS FOR BHARAT LAGHU UDYAM SURAKSHA INSURANCE POLICY

FOR ROHTAK PLANT (Schedule 3B)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Period of Insurance	From 1 st November, 2023 to 31 st October, 2024
Location of the Risk	IMT Rohtak, Haryana
SUM INSURED	Rs. In Lacs
BUILDING	1862.63
PLANT & MACHINERIES	1752.12
FFF	236.82
CWIP (PLANT & MACHINERY)	286.62
TOTAL	4138.19
Claim experience	No claim reported during last 3 years
Add-on Covers required	STFI, Earthquake (Fire & Shock), Terrorism
Free Add-on Covers	Addition, Alteration &/or Extension upto 15% of SI
	Temporary Removal of Stock
	Stock on declaration Basis
Cover for Specific content like Money upto Rs. 50,000/-, Document, Deed upto Rs. 50,000/-, Computer Programme for Rs. 5 Lacs and Personal effects upto Rs. 15,000 per person for maximum 20 persons	

RISK DETAILS FOR BURGLARY INSURANCE POLICY (SCHEDULE-4)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Period of Insurance	From 1 st November, 2023 to 31 st October, 2024
Interest to be insured	<ul style="list-style-type: none"> • Stocks/Stores/Spares/Raw Materials/ Finished Goods; • WIP/CWIP; • Plants & Machineries;
Location	Plant/Township/Offices (Ref. Schedule No. 1, 2 & 3) at Kanchanbagh, Hyderabad & IMT Rohtak, Haryana
Total Sum Insured Fire Policy Sum Insured	Rs. 3,32,807.01 Lacs (Schedule-4)
First Loss Sum Insured	Policy to be issued on 2.5% First Loss Basis . Hence First Loss Sum Insured is arrived at Rs. 8320.18 Lacs
Extension under the Policy	<ul style="list-style-type: none"> • RSMD • Theft
Policy Deductible	1% of Claim Amount subject to minimum of Rs. 5,000 each and every loss.
Claim experience	No claim reported during last 3 years

RISK DETAILS FOR BOILER INSURANCE POLICY (Schedule 5)

Name and Address of the Proposer		Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad		
Location of Risk		Factory at Kanchanbagh, Hyderabad		
Sl. No.	Description	Make	Year	SI (Rs. In Lacs)
1	1 No. Oil Fired Boiler 8 Ton/Hr., 17.5 Kg/CM Sq., Model-SM80 DH (Sr. No. AP5896)	Shellmax, Thermax	2010	150.00
2	12 TPH, 17.5 Kg/CM Sq., IJT Boiler- TS/614	ISGC	2018	100.00
	Total			250.00
3	Excess: As per General Insurance Council Guideline			
4	Add-on Cover: TPL – Rs. 50 Lakhs and Surrounding Property – Rs. 1 Cr.			
5	Clauses applicable – Reinstatement Value Clause			

RISK DETAILS FOR MACHINERY INSURANCE POLICY (Schedule -6)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad		
Location of Risk	Factory at Kanchanbagh, Hyderabad		
Description	Make	Year	Total SI (Rs. In Lacs)
Various Machineries & Equipment as listed under Schedule – 6 as attached	various	various	1357.00
Excess: As per General Insurance Council Guideline			
Add-on Cover: Escalation – up to 10% of Sum Insured; Oil/Coolant to be covered in case of Transformers			
Clauses applicable – Reinstatement Value Clause, Involuntary Betterment Clause			

RISK DETAILS FOR ELECTRONIC EQUIPMENT INSURANCE POLICY (Schedule 7)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad		
Location of Risk	Factory at Kanchanbagh, Hyderabad, Various Offices throughout India		
Description	Make	Year	Total SI (Rs. In Lacs)
Various Electronic Equipment as listed under Schedule – 7 as attached	various	various	1184.00
Excess: As per General Insurance Council Guideline			
Add-on Cover: (1) Escalation – up to 10% of Sum Insured; (2) Addl. Custom Duty – Rs. 20 Lakhs; (3) Earthquake (Fire & Shock); (4) STFI; (5) Terrorism			
Clauses applicable – Reinstatement Value Clause, Involuntary Betterment Clause			

RISK DETAILS FOR ALL RISK INSURANCE POLICY FOR MOBILE EQUIPMENT (Schedule 8)

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad		
Location of Risk	Worldwide		
Description	Make	Year	Total SI (Rs. In Lacs)
Various Mobile Equipment as listed under Schedule – 8 as attached	various	various	125.00
Excess: Flat Rs. 5,000/- for Each and Every Claim			
Perils to be covered – Fire & Allied Perils including STFI, RSMD etc.; External & Internal Breakdown, Burglary & Housebreaking including Theft; Theft from Closed Vehicle, Loss as an Accompanied Baggage			
Add-on Cover: (1) Escalation – up to 10% of Sum Insured; (2) Addl. Custom Duty – Rs. 20 Lakhs; (3) Earthquake (Fire & Shock); (4) STFI; (5) Terrorism			
Clauses applicable – Reinstatement Value Clause, Involuntary Betterment Clause, Unattended Exclusion to be waived, No Depreciation to be charged			

RISK DETAILS FOR MARINE INSURANCE POLICY**(SCHEDULE 9 & 10)**

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Period of Insurance desired	From 1 st November, 2023 to 31 st October, 2024
Interest to be insured	<ul style="list-style-type: none"> • Import of All Types of Plant and Machinery, Raw Materials, Consumables, Spares (New & Old) including for Reconditioning Purpose & other materials pertaining to Insured's trade; • Export of All Machineries for reconditioning purpose; • Inland Transit of Mainly Finished Products, Raw Materials/Consumables/Stores/Chemicals/Catalysts (of all types & forms including liquid and gas) etc., all types of Plant & Equipment (new & Old) including for Reconditioning Purpose, Capital Goods, Spares, Project items, Office Stationaries, Appliances etc., & other materials pertaining to Insured's trade.
Packing	Standard and Customary Packing
Mode of transport	Air/Rail/Road/Sea & Inland Vessel/Courier/Registered Post Parcel/Coastal Vessels
Voyage Particulars	<p>Domestic Sales – From Anywhere in India to Anywhere in India; Inter Factories/Job worker premises/Processing unit movement including Transit from Port to any Intermediate Storage at Port or elsewhere / Factory – Between client factories/processing units/job worker premises anywhere in India; Risk originating from Indian Seaport/Airport for Imports – From any India Sea Port/Airport to anywhere in India; Domestic Purchases – From anywhere in India to client's premises anywhere in India; C&F/FOB Imports – From anywhere in World to anywhere in India CIF Exports – From anywhere in India to anywhere in the World Export FOB – From any place/Warehouse in India to any Indian Port/Airport until placed on board the overseas vessel/aircraft as per FOB Clause Sales Return – From Buyer's premises anywhere in India to client premises anywhere in India. Purchase Return – From anywhere in India to anywhere in the world/India</p>

Policy Coverage	<p>For Import & Export Transit - All Risks with War & SRCC including Multi-transit coverage, Transshipment, Loading & Unloading;</p> <p>For Inland Transit – All Risks with SRCC including Multi-transit coverage, Transshipment, Sales Return, Loading & Unloading,</p> <p>Duty & GST – On all types of Imported Cargo as applicable on actual basis;</p>
Clauses to be attached	<ul style="list-style-type: none"> • Institute Cargo Clauses – A CL.382 (01.01.09) • Institute War Clauses (Cargo) Cl. 385 (01.01.09) • Institute Strike Clauses (Cargo) Cl. 386 (01.01.09) • Institute Cargo Clauses – A (Air Cargo); • Institute War Clauses (Air Cargo); • Institute Strike Clauses (Air Cargo); • Institute Classification Clause Cl. 354 (1.1.01) • Inland Transit Clause - A • Strike, Riot and Civil Commotions Clause • Important Notice Clause • Courier Clause or Parcel Clause (By Courier) • Institute Radioactive Contamination Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause Cl. 370 (10.11.03) • FOB Clause • Non-Delivery Clause • Cargo Termination of Transit Clause (Terrorism) 2004 • Cargo Termination of storage in transit clause 2004 • Cargo ISM Endorsement – 01/05/1998 • Institute Cyber Attack Exclusion Clause Cl. 380 (10.11.03) • Sanction, Limitation & Exclusion Clause • Change of destination/delay/deviation clause • Vessels upto age of 30 years are covered without additional premium • Policy covers any loss or damage to cargo due to adulteration, contamination howsoever caused • Policy covers leakage during transit by any mode • Errors & Omissions Clause • Institute Replacement Clause • Registered Post Parcel Clause amended for Courier Clause. • Seller's Interest Clause • Waiver of Private Carriers / Company owned Vehicle Warranty • Waiver of ODC Warranty • In case of overloading done by the Transporter, without knowledge of insured, claim to be paid in full • Duty Insurance Clause

	<ul style="list-style-type: none"> • Concealed Damage clause extension to be limited up to 60 days after arrival at final destination. • Replacement Clause for Second Hand Machinery • Shut Out Cargo Loss. • Sue & Labour Charges Clause. • Loading & Unloading Clause. • Arbitration Clause. • Removal of Debris / Clean-up Cost. • Insolvency Exclusion Clause. • Accumulation Clause (up to two times of per sending limit of respective commodity and mode of conveyance) • Time Limitation Clause. • Pollution & Contamination Clause • Declaration Clause & Premium adjustment Clause. • Fresh and or Rain Water Damage Clause. • Electronic Data Recognition Clause with Named Perils Extension. • Contributory Clause (General Average & Salvage) • Cancellation Clause. • Claim detection period to be extended up to 30 Days. • <u>Claim Preparation Cost</u> <p>The insurer will pay to the insured all reasonable and supportable costs as may be payable by the insured to their external professional claims consultant and/or loss adjuster for rendering any assistance in claims processing including preparation, presentation, establishment of claim, certification and/or advisory services for any claim resulting from loss insured under the policy;</p> <ul style="list-style-type: none"> • Warranted that High Sea Sales/Purchases are covered under the scope of cover of this policy. • Warranted that the claims where recovery rights are prejudiced shall be settled at 100% of assessed loss without any deduction; • Warranted that the Right of subrogation against Insured as Charterer or against any of his subsidiary, affiliates, parent or associated company shall be waived under the Policy; • Warranted adequate packing to withstand the intended journey. However, hook damage, cutting and tearing of bags will be covered. • Coverage to be extended to Fabricators', Repairers' workshops/premises; • Wet damage is covered • Waiver of Insufficient Packing • Multiport Discharge Clause
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	<ul style="list-style-type: none">• Duration Clause - 7 Days Duration Clause under Clause No. 5 of ITC (A) for Inland Transit to be extended up to 30 Days after reaching of the consignment at Final Destination.												
Declarations	Quarterly basis												
Basis of Valuation	<ul style="list-style-type: none">• CIF/CFR/FOB Value + 10% +Duty + IGST for Import purchase;• CIF/CFR/FOB Value + 10% for Export consignments;• Invoice Value/CIP + 10% for Inland Sales;• Invoice Value + 10% for Inland Purchase;												
Additional condition	All transits including multi transit are covered.												
Other Terms	<ul style="list-style-type: none">• The same premium rate shall be charged for enhancement of Sum Insured under this policy.• The assured will be authorised to issue & sign the Marine Certificate issued from assured's end from the portal provided by the insurance company.• This policy extended to provide Intermediate Storage upto 30 days at Own or Transporter's godown covering Fire (SFSP Policy) and Allied Perils (including EQ, STFI and all other AOG Perils), Burglary including Theft extension risk coverage.												
Estimated Annual Turnover	INR 50 Crores for Import/Export; (OPEN COVER) INR 500 Crores for Domestic Purchase/Sales; (OPEN DECLARATION POLICY)												
Per Transit Limit/Per Location Limit	Import/Export Purchase/Sales INR 25 Crores (OPEN COVER) Inland Purchase/Sales INR 25 Crores (OPEN DECLARATION POLICY)												
Claim Experience for last 3 Years	<table><tr><th>Underwriting year</th><th>No. of claims</th><th>Claims amount paid</th></tr><tr><td>FY 2020-21</td><td>01</td><td>1,45,000</td></tr><tr><td>FY 2021-22</td><td>0</td><td>Nil</td></tr><tr><td>FY 2022-23</td><td>0</td><td>Nil</td></tr></table>	Underwriting year	No. of claims	Claims amount paid	FY 2020-21	01	1,45,000	FY 2021-22	0	Nil	FY 2022-23	0	Nil
Underwriting year	No. of claims	Claims amount paid											
FY 2020-21	01	1,45,000											
FY 2021-22	0	Nil											
FY 2022-23	0	Nil											
Excess/Deductible	Import / Export: (OPEN COVER) 0.25% of consignment value for each and every claim subject to minimum of INR 5,000 Inland Purchases & Sales (OPEN DECLARATION POLICY) 0.25% of Consignment Value for each and every claim subject to minimum of INR 5,000												

RISK DETAILS FOR SPECIAL CONTINGENCY INSURANCE POLICY**(Schedule 11)**

Name and Address of the Proposer	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Period of Insurance desired	From 1 st November, 2023 to 31 st October, 2024
Interest to be insured	Semi-finished products, Raw Materials being sent to job workers/vendors (both from private sector & public sector at various places in India) for further processing/ modification/ rectification of equipment and return to MIDHANI's factories (both Hyderabad & Rohtak Plant) and customer's premises anywhere in India. Cover is required during transit, whilst in storage or being worked upon at the Contractor's/ Job worker's premises
Packing	Standard and Customary Packing
Mode of transport	Air/Rail/Road & Inland Vessel/Courier/Registered Post Parcel/Coastal Vessels
Transit Terms	ITC-A (Air/Rail/Road & Inland Vessel/Courier/Registered Post Parcel/Coastal Vessels) with SRCC (inclusive of loading and Unloading) on W/W basis.
Perils to be covered	<ul style="list-style-type: none"> • Fire & Allied Perils incl. EQ., STFI & Terrorism • Burglary & Housebreaking including Theft • Transit under ITC (A) & SRCC (including Loading and Unloading) • Infidelity of Contractors/Job Workers • Spoilage of insured items
Declarations	No declaration of Transit will be submitted
Basis of Valuation for Transit Risk	CIF + 10%; However, value of transit during return after job work/fabricators premises will be increased by maximum upto 50% than its value when sent for fabrication.
Additional condition	<ul style="list-style-type: none"> • All dispatches & receipts during the policy period are covered under the Annual Transit Limit. • Waiver of Subrogation • Insured items may be dispatched as an Accompanied Baggage
Limit of Liability (AOY / AOA)	AOY - Rs. 60 Cr. AOA - Rs. 30 Cr.
Estimated Annual Turnover	Total estimated Annual Transit (to & from MIDHANI to various fabricators/ contractors/ job workers across india & back) Rs. 500 Cr.

Limit of Liability (AOA) at any one Fabricator/Job-worker premises	Fire & Allied Perils including EQ., STFI & Terrorism – Rs. 30 Cr. Burglary & Theft – Rs. 4 Cr. Transit Limit per sending – Rs. 3 Cr. Infidelity of Contractors/ Job Workers – Rs. 1 Cr. Spoilage of material by any reason whatsoever – Rs. 1 Cr.		
Claim Experience for last 3 Years	Underwriting year	No. of claims	Claims amount paid
	FY 2020-21	0	Nil
	FY 2021-22	0	Nil
	FY 2022-23	1	Rs. 65,000/-
Excess/Deductible	Fire & Allied Perils – 5% of Claim Amount subject to minimum of Rs. 10,000/-; Burglary – Rs. 10,000/- Flat; Marine Transit – 0.25% of the consignment value subject to minimum of Rs. 5,000/-; Infidelity – Rs. 10,000/-		

COMMERCIAL GENERAL LIABILITY POLICY**(Schedule 12)**

Form/ Type	CGL Claims Made
Name & Address of the Insured	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Business:	Manufacturing and sales of specialized Metal and Metal Alloys including transportation all over India and also overseas
Turnover for 2022-23	Rs. 871.91 Crore (Domestic)
Policy Period	From 1 st November, 2023 to 31 st October, 2024
Retroactive Date	1 st November, 2019
Limit of Liability (AOA: AOY = 1:2)	Limit of Liability INR 2 crores AOA INR 4 crore AOY Premises and Operations Liability – INR 4 Crores in Aggregate Product and Completed Operations – INR 4 Crores in Aggregate Personal & Advertising Injury – Upto Policy Limit Fire Damage – Upto Policy Limit Medical Expenses (Out of Court reimbursement) – INR 2 lakh per person and INR 20 Lakhs in Aggregate
Territory & Jurisdiction	India
Coverage details	The risk of liability towards the death/bodily injury/disablement/property damage of third party (Visitors guests, residents and any other third party) in all locations of the insured (all Units, factories, operating places, and all offices, hostel, guest house, Township, Projects of MIDHANI/ROHTAK PLANT (including Contractors/Sub-Contractors/Job Workers premises) anywhere in India as per the standard CGL Insurance Policy with the following extensions mentioned below
Add-on Covers	<ul style="list-style-type: none"> • Defense costs inclusive • Products / Completed Operations • Personal & Advertising Injury • Fire Damage Extension • Medical Expenses (out of Court Settlement) • Special Ex-Gratia – In the event of death of third party, coverage for reimbursement of a special ex-gratia limited to a maximum of Rs. 2 lakhs per person over and above medical extension is required subject to any legal

	<p>recourse. However, the above extension per event is restricted to maximum two (2) accidents during the policy period irrespective of number of persons affected there at.</p> <ul style="list-style-type: none"> • Act of God Perils Extension • Travel Extension for Executives – Worldwide; • Food and Beverages Liability Extension; • Additional Insured Extension wherever required as per Contract; • 72 Hrs. Sudden and Accidental Pollution Liability Extension (India only) • Transportation Liability Extension; • Waiver of Subrogation – wherever required by the contract; • Lift Liability Extension; • Automatic Cover for Newly acquired entities; • Non-Cancellation Clause other than non-payment of premium; • Non-owned & Hired Auto Liability – subject to max. Limit of INR 1 Crore for Any One Occurrence and in the Aggregate; • Care, custody and control liability Extension • Tenant Legal Liability Extension • Coverage for Minor Repair/Renovation of Premises owned/occupied by the Insured – upto project/contract value of INR 5 Crores per claim and In Aggregate; • Terrorism Legal Liability • Designated Product Endorsement; • Batch Clause; • Vendors Liability Extension; • Technical Collaborators Extension; • Right to Defend Clause; • Liability arising out of Riot, Strike, Malicious Damage including Theft; • Liability arising out of parking of vehicles of the insured, their Directors, Employees, Contractors as well as Visitors' within insured's premises; • Notification extension period up to 90 days.
Claim History	Nil
Deductible	<ul style="list-style-type: none"> • 0.25% of the claim amount subject to maximum of Rs. 100,000/-; • For Medical Extension & Special Ex-gratia - Nil

PUBLIC LIABILITY ACT POLICY (PLI)**(Schedule 13)**

Name & Address of the Insured	Mishra Dhatu Nigam Limited Kanchanbagh, Hyderabad
Policy Period	From 1 st November, 2023 to 31 st October, 2024
Location of Risk	All locations of the insured (all Units, factories, operating places, and all offices, hostel, guest house, Township, Projects of MIDHANI/ROHTAK PLANT (including Contractors/Sub-Contractors/Job Workers premises) anywhere in India
Paid Up Capital	Rs. 187.34 Crore
Turnover for 2022-23	Rs. 871.91 Crore (Domestic)
Limit of Liability (AOA: AOY = 1:1)	Aggregate Limit –INR 15,00,00,000 Any One Accident Limit – INR 5,00,00,000
Territory & Jurisdiction	India only
Scope of Cover	As per Standard Public Liability Act Insurance Policy Terms, Conditions, Exclusions etc. based on Public Liability Act, 1991
Retroactive Date	1 st November, 2019
Claim History	Nil

CONFIRMATION/DECLARATION

We do hereby confirm that the Techno Commercial-Bid is as per the terms of the Insurance Covers solicited here above.

We do confirm that the quote submitted is in conformity of the regulations prescribed under various statutes regulating and controlling business of insurance in India.

NAME OF BIDDER: -

SIGNATURE & COMPANY'S SEAL: -

PLACE: -

DATE: -

CONFIRMATION/DECLARATION

1. We hereby confirm that the Price-Bid is as per the terms of the Insurance Cover solicited.
1. We confirm that the quote submitted is in conformity of the regulations prescribed under various statutes regulating and controlling business of insurance in India.
2. Final Monetary Premium will be arrived after application of appropriate GST;
3. The quote submitted here is final and no additional demand for premium will be raised.
4. The validity of the quote is 60 Days.
5. We confirm that the Paid-up capital and the present Solvency Margin of the company is in accordance and compliant with the norms set by the IRDA

NAME OF BIDDER: -

SIGNATURE & COMPANY'S SEAL: -

PLACE: -

DATE: -

ANNEXURE –B (2023-24)									
PRICE BID 2023-24									
SCH. # NO	POLICY DETAILS	SUM INSURED (Rs. In Lakhs)	PREMIUM BEFORE TERRORISM RS.	Terrorism Premium (Rs)	Total Premium Rs.	GST Rs. 18%	TOTAL Rs.		
1	Fire Policy - Property	223211.10							
2	Fire Policy - Stocks	132789.53							
3A	Fire Policy -Admn. Hostels	2813.75							
3B	Bharat Laghu Udyom Suraksha Policies for Offices / Industries For Rohtak Plant	4138.19							
4	Burglary - First Loss Basis	8320.18							
5	Boiler Pressure Plant Insurance	250.00							
6	Machinery Breakdown Insurance	1357.00							
7	Electronic Equipment Insurance	1184.00							
8	All Risk Insurance	125.00							
9	Marine-Open Policy (indigenous)	50000.00							
10	Marine-Open Cover (Imports/Exports)	5000.00							
11	Special Contingency	6,000.00							
12	CGL (Public Liability)	400.00							
13	Public Liability - ACT 1991	1500.00							
TOTAL PREMIUM		437088.75							
Note:									
Terrorism Premium is Chargeable on Sch-1, 2, 2B,3, & 8 only.									
Insurance Company:									
Date:									
Place: Hyderabad									

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) is entered into between Midhani ("Customer") and [Insurer] ("Service Provider") on 01/11/2023.

Purpose

The purpose of this SLA is to define the types and standards of services to be offered by the Service Provider to the Customer in relation to insurance policies and insurance claims services management.

Services

The Service Provider agrees to provide the following services to the Customer:

1. Insurance Policies: The Service Provider will provide insurance policy services, including but not limited to policy issuance, renewal, and cancellation.
2. Insurance Claims Services: The Service Provider will provide insurance claims services, including but not limited to claims intimation, appointment of surveyor, and settlement of claim, subject to policy terms and conditions.

Service Standards

The Service Provider agrees to meet the following service standards:

1. Response Time: The Service Provider will respond to all Customer inquiries within 72 business hours.
2. Resolution Time: The Service Provider will resolve all Customer issues within 7 business days.
3. Accuracy: The Service Provider will ensure that all information provided to the Customer is accurate and up-to-date.

Reporting

The Service Provider will provide the Customer with regular reports on service performance, including but not limited to response time, resolution time, and accuracy.

Remedies

In the event that the Service Provider fails to meet the service standards set forth in this SLA, the Customer may be entitled to remedies, including but not limited to service credits or termination of this SLA.

Term & Conditions

This SLA will remain in effect for a period of One-year from the date of execution.

1. No claim shall be denied or disallowed by the Insurance Company for lack of understanding of the location and the associated perils of the plant and equipment covered in the locations which are included under this Policy
2. The Insurance Company agrees to furnish in writing the list of documents that are required to be submitted along with the insurance claim in respect of the damages covered under SFSP and Other policies under each category, within ten days from the date of fax, letter, or email sent to them.
3. The Insurance Company agrees to depute its concerned official(s) periodically to the insured site to assist/associate with the designated official of MIDHANI on the matters covered under these Insurance Policies.
4. The Insurance Company agrees to help and guidance to the concerned officials of MIDHANI in lodging appropriate FIR in the event of occurrence of major theft / burglary / fire and allied perils / terrorism to comply with the requirement of law and to facilitate early settlement of claims. For loss up to Rs.1,00,000 occurring due to theft / burglary / fire and allied perils, self-declaration by MIDHANI shall be accepted and the Insurance and agrees to settle the same without insisting on FIR.
5. The Insurance Company agrees to provide the names and contact details of their panel of surveyors to MIDHANI within 30 days of commencement of risk.
6. The Insurance Company agrees to depute the surveyor within 48 hours of intimation from MIDHANI. Failure to do so shall be treated as a breach. In the event of damage to the plant and equipment due to fire and allied perils / terrorism and failure to deploy the surveyor by the Insurance Company within the aforesaid time limit of 48 hours of intimation, MIDHANI shall be at liberty to carry out repair / rectification / rehabilitation of works so as to continue its production program. In such an event, Insurance Company agrees to admit the claim based on the photographic evidence provided by MIDHANI of the damages without any protest.
7. In respect of equipment covered under OTHER policies, MIDHANI is required to move the equipment from site of damage to enable movement of other equipment after taking photograph of the damaged equipment. Insurance Company shall deploy the surveyor(s) within 48 hours of intimation and the surveyor(s) shall take into cognizance of the photographic evidence thus provided by MIDHANI. The Insurance Company understands and accepts that removal of such equipment is a production / hazard free requirement and agrees to settle the claim accordingly.
8. The Insurance Company agrees to admit the claims on self-survey conducted by MIDHANI for damages under SFSP and OTHER policies in respect of the claims up to a value of Rs.1.00 lakh and the Operating Office shall be empowered to settle such claims within 7 days of claim, supported by photographic evidence/ incident report furnished by MIDHANI.
9. In the event of damages due to major fire / terrorism, the surveyor shall endeavor to complete the survey report within a reasonable time limit of maximum 30 days and in all other cases, the surveyor shall endeavor to submit the survey report within 15 days from the first day of survey.

10. In case of a large claim over Rs.1 Crores, the Insurance Company agrees to pay at least 70% of the estimated value of the claim amount by way of ad-hoc adjustable advance within 30 days of receipt of the survey report to enable MIDHANI to undertake rectification / rehabilitation / replacement of the damaged plant and equipment.
11. The Insurance Company agrees to pay MIDHANI the expenditure incurred in removal of debris to a safer place against documentary evidence. The Insurance Company agrees to clear the debris within 30 days failing which MIDHANI shall be at liberty to dispose the same as it deems fit and, in the process, if there is any monetary realization, the same shall be passed on to the Insurance Company by way of adjustment with payable claims... Only metallic debris shall be right of Insurance Company and all other debris like rubber and other inflammable products shall be disposed of by MIDHANI suitably for safety reasons. The Insurance Company shall not have any right / claim on such debris.
12. In the event of any accident-causing injuries/ death to third parties at the premises of the insured which is covered under Commercial General Liability Policy. The insurer is agreed to reimburse the emergency medical cost incurred for immediate treatment/ hospitalization of the affected people up to Rs.2 Lakh per person outright without any deductible. It is also agreed that any special ex-gratia, limited to Rs. 2 Lakhs per person, announced and paid by MIDHANI due to accidental death of a third party, the same shall be reimbursed by the insurer without any deductible.
13. Any intimation sent by MIDHANI to the office of the Insurance Company either through e-Mail or Registered letter or oral shall be deemed as intimation sent to the Insurance Company for all purposes under these Policies. The Insurance Company shall intimate the name and address of the official to whom such intimation be sent.
14. It was expressly agreed by the Insurance Company that the above terms shall prevail over and wherever infringes with the terms, conditions, warranties etc., of the standard insurance terms.

Governing Law

This SLA will be governed by and construed in accordance with the laws of Hyderabad Jurisdiction.

IN WITNESS WHEREOF, the parties have executed this SLA as of the date first above written.

[INSURANCE COMPANY]

(MIDHANI)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ELIGIBILITY CRITERIA FOR VARIOUS INSURERS FOR THE YEAR 2023-24:

1. The bidders should have valid IRDA License.
2. The company should be more than 10 years old as on the date of the tender. For this purpose certificate of incorporation to be submitted along with tender.
3. Gross Direct Premium (GDP) Income of the bidders for the FY 2022-23 shall be more than Rs.10,000 Crores.
4. Market Share of GDP as on 31-03-2023 (FY 2022-23) shall be more than 5%.
5. For this purpose, values as per GIC Council/IRDA website shall be considered. Bidders are requested to submit the relevant documents along with tender.
6. 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 from the same organization have participated,
7. Bidders having office in Hyderabad only are requested to participate in the tender.

Envelope No.1

"TECHNO – COMMERCIAL BID, and Other documents "

Tender No. MDNL/AP02238058/ADVT/373/23-24, Date 29.09.2023

Due Date : 10.10.2023 at 10.30 hrs.

Opening Date : 10.10.2023 at 11.00 hours

To

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/AP02238058/ADVT/373/23-24, Date 29.09.2023

Due Date : 10.10.2023 at 10.30 hrs.

Opening Date : 10.10.2023 at 11.00 hours

To

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/AP02238058/ADVT/373/23-24, Date 29.09.2023

Due Date : 10.10.2023 at 10.30 hrs.

Opening Date : 10.10.2023 at 11.00 hours

To

NAME OF THE TENDERER:

MISHRA DHATU NIGAM LIMITED			2023-24
SCHEDULE OF STANDARD FIRE & SPECIAL PERIL POLICY (with STFI, EQ & Terrorism)			SCHEDULE-1
S.No.	DESCRIPTION OF ASSETS		Rs. in Lakhs
1	BLDG. FACTORY & NON FACTORY, CIVIL STRUCTURES INCLUDING ROADS, BRIDGES, CULVERT, VARIOUS TANKS & PIPELINES/RESERVOIR/TOWER, COMPOUND WALL AND OTHER UTILITIES THEREIN.		18577.78
2	ALL PLANT & MACHINERIES INCLUDING FURNACES BOILERS, MATERIAL HANDLING EARTH MOVING EQUIPMENTS, ELECTRICAL INSTALLATIONS, LABORATORY, R & D EQUIPMENTS AND OTHER SERVICE EQUIPMENTS & SIMILAR ITEMS		125804.84
3	FURNITURE FIXTURE FITTINGS, COMPUTERS, OFFICE EQUIPMENTS & OTHER EQUIPMENTS & SIMILAR ITEMS.		2744.78
4	FUNDED BY AVNL (EARLIER OFB) WIDE PLATE MILL - PLANT & MACHINERIES		21404.00
5	FUNDED BY AVNL (EARLIER OFB) WIDE PLATE MILL - BUILDING & SHED		3359.46
6	FUNDED BY AVNL (EARLIER OFB) MS-4 - PLANT & MACHINERY		5439.40
7	FUNDED BY AVNL (EARLIER OFB) MS4 - BUILDING & SHED		1697.66
8	FUNDED BY ASL (WIDE PLATE MILL) - PLANT & MACHINERY		20002.17
9	CUSTOMER FUNDED ASSETS- BUILDING & SHED		773.07
10	CUSTOMER FUNDED ASSETS- PLANT & MACHINERIES		15835.14
11	CAPITAL WORK IN PROGRESS- CIVIL		1910.58
12	CAPITAL WORK IN PROGRESS- PLANT MACHINERIES & EQUIPMENT		5662.22
	TOTAL		223211.10
NOTES:			
Note: M/s AVNL and M/s ASL have funded the Assets listed in item Nos.4,5,6,7, and 8, which are located in the Factory and have a beneficial interest that requires protection."			
1	Reinstatement Value Policy with Designation of Property & Local Authority Clause		
2	Add-on-cover for Earthquake, STFI, Terrorism.		
3	Add on Cover for Omission to Insure Clause' to the extent of 2.5% of Sum Insured subject to max of Rs. 5 crores.		
4	Add-on-cover for Escalation of 5% sum insured for the respective locations covered subject to max of Rs. 5 crores.		
5	Spoilage Material Damage Cover subject to max of Rs. 5 crores & Mollen Metal Spillage Cover subject to max of Rs. 2.5 crores		
6	Add on Cover- Impact Damage due to insured's Rail/Road vehicles, Fork Lifts, Cranes, Stackers and Like articles dropped therefrom subject to max of Rs. 5 crores..		
7	Add-on-cover for Debris Removal. Architect clause etc max of Rs. 5 crores against each such Add ons.		
8	Add on cover-Involuntary betterment subject to max of Rs. 5 crores.		
9	"Fire Fighting & Loss Minimization Expenses" up to Rs.5 crores.		
11	Excess :- As per latest General Insurance Council Guideline.		

SCHEDULE OF STANDARD FIRE & SPECIAL PERIL POLICY ON INVENTORIES (RAW MATERIAL, STORES, CONSUMABLES, LPG, FINISHED GOODS, SEMI FINISHED GOODS) with STFI, EQ & Terrorism ON DECLARATION BASIS			SCHEDULE- 2	
			2023-24	
S.No.	DESCRIPTION OF ASSETS		Rs. in Lakhs	
1	STOCKS (Finished Goods, Raw Materials, Consumables, LPG, Liquified Nitrogen/ Hydrogen and other gases, Stores, Spares etc. including Stock in open AND semi finished goods) On Declaration Basis.		127962.11	
2	Inventory in Metal Bank		818.42	
3	Stocks Inventory at Rohtak & Other		1009.00	
4	Temporary Removal of Stock		3000.00	
	TOTAL INVENTORY		132789.53	
A	ADD ON COVER FOR SPONTENEOUS COMBUSTION		500.00	
B	Material in Open 2%		2655.79	
1	Incidental Open Storage 2% of the Total Sum Insured.			
2	Declaration basis- Average of the Value at risk, Local Authority Clause			
3	Add-on-cover for Earthquake, STFI, Terrorism.			
4	Add-on-cover for Spontaneous Combustion with a sub-limit of Rs.5 Crores.			
5	Spoilage Material Damage Cover subject to max of Rs. 5 crores & Molten Metal Spillage Cover subject to max of Rs. 2.5 crores			
6	Add on Cover- Impact Damage due to insured's Rail/Road vehicles, Fork Lifts, Cranes, Stackers and Like articles dropped therefrom subject to			
7	Add-on-cover for Debris Removal with a sublimit of Rs. 5 crores.			
8	"Fire Fighting & Loss Minimization Expenses" up to Rs.5 crores.			
9	Temporary Removal fo Stock Cover up to Rs.5 Crores.			
10	Excess :- As per latest General Insurance Council Guideline.			

BHARAT LAGHU UDYAMSURAKSHA POLICY for DWELLING & OFFICE					SCHEDULE -3A
					2023-24
S.No.	LOCATION:	BUILDING Rs. In Lacs	CONTENTS Rs. In Lacs	TOTAL Rs. In Lakhs	
1	ADMINISTRATIVE OFFICE,HOSTEL, GUEST HOUSE AT KANCHANBAG, HYDERABAD	574.48	771.58	1346.06	
2	TOWNSHIP/SCHOOL/HOSPITAL, HYDERABAD	1389.90	66.25	1456.15	
4	NEW DELHI OFFICE. Flat-8330, C-8. Basant Kunj. New Delhi- 110070		11.54	11.54	
	TOTAL	1964.38	849.37	2813.75	
Add On Cover: As described under Para (A) point 4 to 16 of the Techno-Commercial Bid as applicable.					
Excess :- As per latest General Insurance Council Guideline.					

BHARAT LAGHU UDYAM SURAKSHA POLICIES FOR OFFICES/INDUSTRIES FOR ROHTAK PLANT					SCHEDULE -3B
					TOTAL Rs. In Lacs
S. No.	LOCATION:	2023-24			
1	BUILDING				1862.63
2	PLANT & MACHINERIES				1752.12
3	FFF				236.82
4	CWIP (Plant & Machinery)				286.62
	TOTAL				4138.19
Add On Cover: As described under Para (A) point 4 to 16 of the Techno-Commercial Bid as applicable.					
Excess :- As per latest General Insurance Council Guideline.					

BURGLARY POLICY					SCHEDULE- 4
S.No	PARTICULARS				2023-24
1	Burglary Policy for stocks/ stores/ spares/ Raw materials/Finished goods/ WIP /CWIP/ Plant & Machineries / Customer Funded Assets/ Contents at various locations etc on 2.5% First Loss Basis with Theft & RSMD Extension				(Rs. In Lakhs)
2	Locations: Plant/ Township/ Offices (Ref- Sch- 1, 2, 2B & 3)			Overall SI (Lakhs)	First Loss SI (2.5%)
3	Total Sum Insured Rs3,32,807.01 Lakhs (2.5% First Loss Comes to Rs.8,320.18 Lakhs)			332807.01	8320.18
4	Excess: 1% of Claim amount subject to minimum of Rs.5,000/-				
5	Including Theft and RSMD extension				

SCHEDULE OF BOILER TO BE COVERED UNDER BOILER INSURANCE POLICY					SCHEDULE-5
S.No	DESCRIPTION	MAKE	YEAR		2023-24
1	1 NO. OIL FIRED BOILER 8 TON/HR, 17.5 KG/CM ² , MODEL-SM 80 DH (Sr.No AP5896)	SHELLMAX, THERMAX	2010		SI Rs. Lakhs
2	12 TPH, 17.5 KG/CM ² , IJT BOILER -TS 614	ISGC	2018		150.00
		TOTAL			100.00
3	EXCESS: AS PER GENERAL INSURANCE COUNCIL GUIDELINE				250.00
4	Add On Cover: TPL- Rs.50 Lakhs & Surrounding Property Rs.1 Crore. - RIV clause				

SCHEDULE OF PLANT & MACHINERIES & EQUIPMENTS TO BE COVERED UNDER M.B. POLICY					SCHEDULE- 6 2023-24	
S.No.	DESCRIPTION	QTY	Year	SI Rs. in Lakhs		
1	Main Receiving Power Transformer, 12.5 MVA, Make- Hackbridge Hewittie Easum(HHE), SI No. 37775 & 37776	2	1978	165		
2	Main Receiving Power Transformer, 40 MVA, Make: Schnieder Electric. SI No: TVI/624000167/1 & 2	2	2013	207		
3	12 MVA TRANSFORMER / MELT SHOP-4, Make- EMCO	1	2013	83		
4	6 MVA LRF TRANSFORMER / MELT SHOP-4, Make- EMCO	1	2013	52		
5	3.5 MVA SUB STATION TRANSFORMER- MELT SHOP-4, Make- PETE	2	2014	83		
6	3.5 MVA SUB STATION TRANSFORMER- FORGE SHOP, Make- PETE (Foundation Cost Rs.2.5 Lakhs each & Transformer Oil Rs.1 Lakhs each)	2	2014	83		
7	3.2 MVA RING ROLL MILL TRANSFORMER- FORGE SHOP, Make- PETE	2	2014	83		
8	3.924 MVA TRANSFORMER, ESR FURNACE- MELT SHOP-2, Make: Srihans (Foundation Cost Rs.2.5 Lakhs each & Transformer Oil Rs.1 Lakhs each)	1	2010	41		
9	500 KVA KIRLOSKAR DG Set located at QCL- Kirloskar, Eng No: 1045/1200153 & Alternator SI No: 160200	1	2013	64		
10	500 KVA KIRLOSKAR DG Set. Eng No: 1045/1200158 , Alternator SI No: IS3M112K160280 located at Titanium Shop,	1	2013	62		
11	625 KVA KIRLOSKAR DG Set Located at Pump House- Eng SI: DU 12SRL. Alternator No: 160689	1	2011	68		
12	ELECTROMAGNETIC CRACK DETECTION STM EMCD 75-06 CP50	1	2012	21		
13	Electra Wirecut EDM Model Ultima - Model 1 F, SI. No. 48/10-11	1	2011	43		
14	500 KVA KIRLOSKAR OIL ENGINE LTD. DG SET,at Melt-4 Shop, SI No: DUO.9013/1520016. Alternator SI No: 196419	1	2015	62		
15	WPM - Transformers	1	2021	240		
	TOTAL			1357.00		
	Escalation and involuntary betterment to be considered			10%		
NOTE	OIL/COOLANT IN VARIOUS EQUIPMENTS TO BE COVERED WITH IN THE ABOVE POLICY - RIV clause EXCESS: AS PER GENERAL INSURANCE COUNCIL GUIDELINES					

SCHEDULE OF ELECTRONIC EQUIPMENTS TO BE COVERED UNDER EEI POLICY with STFI, EQ & Terrorism.				SCHEDULE- 7
				2023-24
S.No.	DESCRIPTION	YEAR	SI Rs. in Lakhs	
1	Olympus inverted metallurgical microscope including Camera, Image Analyser (SI No: 2310119- microscope, 4746-Camera, A 6820500 - Image Analyser)	2012	14.00	
2	Leco Oxygen/ Nitrogen/ Hydrogen Elemental Analyzer. Make: Leco, Model ONH 836 SL No: 3179	2013	118.00	
3	DM 5L Digital Thickness guage with data logger	2013	16.00	
4	Epoch 600 Digital ultrasonic flaw detector along with protected face transducer	2013	21.00	
5	Variable Pressure Scanning Electron Microscope	2014	225.00	
6	Cryogenic Treatment Equipment	2013	36.00	
7	Differential scanning calorimeter, Make: NETZSCH, Model: STA449F3 Jupiter	2016	41.00	
8	Differential scanning calorimeter, Make: Discovery, Model: TADSC 25, SN: DSC-2-0	2017	41.00	
9	450KV Bi-Focal X-Ray Unit	2018	198.00	
10	Sequential Wavelength Fluorescent Spectrometer	2018	140.00	
11	Simultaneous Direct Reading Carbon & Sulphur Elemental Analyzer	2018	56.00	
12	320KV Contant Potential X Ray System	2018	67.00	
13	Portable Ultrasonic Flaw Detectors	2019	72.00	
14	Differential Scanning Calorimeter	2019	33.00	
15	Optical Emission Spectrometer	2021	46.00	
16	Computed Radiography System	2022	60.00	
	TOTAL		1184.00	
EXCESS: AS PER GENERAL INSURANCE COUNCIL LATEST GUIDELINES.				
Addl. Customs Duty				20 lakhs
(1) 10% Escalation (2) involuntary betterment to be considered (3) Addl. Custom Duty- Rs.20 Lakhs				10%

SCHEDULE OF MOBILE EQUIPMENT TO BE COVERED UNDER ALL RISK POLICY with STFI, EQ & Terrorism.			SCHEDULE- 8
S.No.	DESCRIPTION	YEAR	2023-24
1	Portable XRF Analyzer 2 Nos	2017	SI Rs. in Lakhs 42.00
2	INNOV-EX-ALPHA 2000 PORTABLE XRF ANALYZER	2008	22.00
3	Portable XRF Analyser	2016	21.00
4	Portable/Hand held miniature XRF mobile spectrometer	2011	20.00
5	Portable /Hand held XRF Mobile spectrometer	2019	20.00
	TOTAL		125.00
	For all portable Analyzer the excess to be flat Rs.5,000/-.		
	Location for portable analyzers/ spectrometer- unspecified. RIV and involuntary better of		

Marine Inland Transit (Open)Policy			SCHEDULE-9
			2023-24
Marine Inland Transit Declaration (Open) Policy (All Risk cover) with ITC- A (Rail/ Road/Air/RPP/Courier			
Clause- A with S.R.C.C. at CIF+10% from Anywhere in India to Anywhere in India			
SP. NO	PARTICULARS		PARAMETRES
1	Estimated Annual Transit		Rs. 500 Crores
2	Single Carrying Limit		Rs. 25 Crores
3	Per Location Limit		Rs. 25 Crores
4	Sum Insured		Rs. 500 Crores
4	Commodity Description	All types of Equipments, Capital Goods, Spares Consumable Stores	
5	Mode of Journey	Rail/ Road/ Air/ RPP/Courier	
6	Excess	Not exceeding 0.25% of the Consignment Value subject to	
7	Mode of Packing	Customary	
8	Valuation	CIF+10%	
9	Warranty/condition	No warranty/condition is acceptable other than terms of ITC A and waiver of ODC warranty.	
10	Others-1	The cover should include loading & unloading and also concealed damage	
11	Others-2	Claim Detection Clause extended upto 30 days from the date of arrival of consignment at MIDHANI site	
12	Waiver of subrogation		

Marine Import Open Cover for Imports / Exports			SCHEDULE-10
Marine Import Open Cover under ICC (A) with War & SRCC & Duty Insurance Clause at CIF + 10% with W/W basis from			2023-24
Sr. No	Particulars	Parametres	
1	Estimated Annual Transit	Rs. 50 Crores	
2	Single Carrying Limit	Rs. 25 Crores	
3	Per Location Limit	Rs. 50 Crores	
4	Sum Insured	Rs. 50 Crores	
5	Commodity Description	Raw materials/Finished Goods/ Semi Finished Goods	
6	Mode of Journey	Ship/ Vesels/ Rail/ Road/ Air/ Waterways	
7	Warranty/condition	No warranty/condition is acceptable other than terms of ICC A and waiver of ODC warranty. The marine certificate shall strictly conform to marine open cover conditions.	
8	Excess	Not exceeding 0.25% of the Consignment Value subject to	
9	Mode of Packing	Customary	
10	Valuation	CIF+10%+ Custom Duty +IGST 18%	
11	Claim Detection Clause	30 days from the date of arrival of consignment at	
12	Duration Clause	Duration Clause for ICC(A) to be extended to 90 days.	
13	Waiver of subrogation		
14	Declarations in respect of Imports and Exports to be extended upto 90 days from date of shipment.		

SCHEDULE OF ASSETS TO BE COVERED UNDER SP. CONTINGENCY INSURANCE POLICY		SCHEDULE-11
COVER: FIRE & ALLIED PERILS, THEFT & BURGLARY, EQ, STFI, PILFERAGE, DISHONESTY/ FRAUD ON THE PART OF CONTRACTORS/ JOB WORKERS, TRANSIT RISK AS PER ITC-A FROM MIDHANI TO JOB WORKERS/ CONTRACTORS PREMISES IN ANYWHERE IN INDIA AND RETURN TO MIDHANI COMPLEX		2023-24
SL. No	Risk Coverage: Semi Finished Products/Raw Materials being sent to Job Workers/Vendors (both from Pvt. Sec & Pub. Sector. Co. at various places in India) for further processing of equipment and parts thereof for repairs/rectification and return	LIMIT OF LIABILITY PER OCCURRENCE (AOA)
1	Fire & Allied Perils	30.00 Cr
2	Burglary & Theft	4.00 Cr
3	Transit Limit per Sending & Return each	3.00 Cr
4	Infidelity of Job Workers	1.00 Cr
5	Spoilage of Materials by Contractors by any reason whatsoever	1.00 Cr
6	Any One Year (AOY)- Total Liability	60 Cr
7	AOA :AOY 1:2	
8	Estimated Total Annual Turnover (To & Fro Midhani to Fabricators Premises anywhere in India and back) and all	500 Cr
9	Value of transit during return after job work/ fabricators premises is value added and increased than its value when sent for fabrication.	
10	Loading & Unloading including TP Liability at fabricators premises	
11	No declaration	
12	Waiver of Subrogation	
EXCESS:		
A	Fire & Allied Perils- 5% of claim amount subject to minimum of Rs 10000/- . For AOG Peril 10% of claim amount subject to minimum of Rs	
B	For Burglary & Theft Rs 10000/-	
C	For Transit Risk/damage Rs 0.25% of the consignment Value	
D	For Infidelity- Rs.10,000/-	
Transit Terms- ITC-A (Rail/Road/Air/Postal/Courier) with SRCC (inclusive of Loading & Unloading) on W/W basis. Value of SI -CIF+10%		

COMMERCIAL GENERAL LIABILITY POLICY			SCHEDULE-12
			2023-24
SL	Locations Covered	ALL UNITS FACTORIES/ OFFICES/HOSTEL/ GUEST HOUSE/	
COVERAGE REQUIRED FOR LIABILITY TOWARDS:			
1	DEATH/ BODILY INJURY/ DISABLEMENT		
2	THIRD PARTY PROPERTY DAMAGE		
3	LIMIT OF LIABILITY		
(A)		AOA	200 LAKHS
(B)		AOY	400 LAKHS
(C)		(AOA:AOY)	1:2
Following Extensions to be given up to Limit of Indemnity (LOI)			
1	Defense Cost		
2	AOG Peril Extension		
3	RSMD & Terrorism Legal liability extension		
4	Fire Damage Extension		
5	Terrorism Extension		
6	Transportation Extension		
7	Emergency Medical Expenses & Special Exgratia (see note below)		
8	Note: Emergency medical extension cover- "Out of Court" settlement restricted to Rs.20 lacs during policy period without any		
9	Special ex-gratia in case of accidental death limited to a maximum of Rs.2 Lakhs per person over and above medical extension		
10	Basis of Policy- Claim Made		
11	Jurisdiction & Territory: India		
12	Deductible : (a) 0.25% of the claim amount subject to maximum of Rs.100,000/- (b) For Medical Extension & Special Ex-gratia- Deductible- Nil		

PUBLIC LIABILITY INSURANCE ACT(1991) POLICY			SCHEDULE-13
			2023-24
1	PUBLIC LIABILITY INSURANCE (ACT) POLICY AS PER P.L.I. ACT, 1991		
2	COVERING FACTORIES/ OFFICES/GUEST HOUSES/HOSTEL/ TOWNSHIP OF MIDHANI		
3	PAID UP CAPITAL OF MIDHANI		187.34 Crores
4	ESTIMATED ANNUAL TURNOVER (2023-24)		871.91 Crores
5		A.O.A.	5 CRORES
6		A.O.Y	15 CRORES
7		(AOA:AOY)	1:3
8	Excess: 0.5% of AOA		

INTEGRITY PACT

Between

Mishra Dhatu Nigam Limited (MIDHANI) hereinafter referred to as “The Principal”,
and

..... hereinafter referred to as “The Bidder/
Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is enclosed.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Purchase Policy, MIDHANI and as per "Guidelines on Debarment of firms from Bidding" issued by Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India from time to time (current OM date 02.11.2021). Copy of "Guidelines on Banning of Business dealing" is enclosed.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Purchase policy MIDHANI".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the C&MD MIDHANI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD MIDHANI and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the C&MD MIDHANI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the C&MD MIDHANI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the C&MD MIDHANI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance

Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by C&MD MIDHANI.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

Section 11 - Independent Monitors

The Central Vigilance Commission (CVC) has appointed the following Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for MIDHANI:

Address of IEMs are as follows:

- a. Shri Anand Deep, IRS (Retd.),
117/363, H-1, next to Gurdwara Pandu Nagar,
Kanpur, U.P. 208005
e-mail: anand.deep117@gmail.com
- b. Shri P. Mallikarjuna Rao, IFS (Retd.),
72, Prashasan Nagar,
Jubilee Hills 83, Lodi Estate,
Hyderabad – 500096
e-mail: pmkrao72@gmail.com

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -

Date

Witness 1:

(Name &

Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MIDHANI shall apply for registration in the registration form .
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by MIDHANI.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representatives working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by MIDHANI in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by MIDHANI in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MIDHANI. Besides this there would be a penalty of banning business dealings with MIDHANI or damage or payment of a named sum.

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GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING - MIDHANI

Ref: Procurement Policy Division, Ministry of Finance, Department of Expenditure, Government of India OM dated 02.11.2021.

1. The Guidelines are classified under following two types:
 - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by a Single Ministry/ Department

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.
- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid securing Declaration" etc.
- d. It shall not be circulated to other Ministries/Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public sector Undertakings (CPSUs) etc. of the Ministry/Department issuing the debarment order.
- e. The concerned Ministry/Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- f. Secretary of Ministry/Department may nominate an officer at the rank of joint secretary/Additional secretary as competent authority to debar the firms.

g. Ministry/ Department that issued the order of debarment can also issue an order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the order before expiry of debarred period should be done with approval of secretary concerned of Ministry/Department.

h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.

i. Debarment is an executive function and should not be allocated to vigilance department.

6. Code of integrity as contained in Rule 175 of the GFRs is reproduced as under:

No official of the procuring entity or a bidder shall act in contravention of the courts which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift on any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission or mis-representation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anti competitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution process of the contract which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract.

(ii) Disclosure of Conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of the sub-clause (i) with an entity in any country during the last three years or of being debarred by any other procuring entity.

7. It is possible that the firm may be debarred concurrently by more than one ministry/department.

8. Ministries/Departments at their option may also delegate powers to debar bidders to their CPSUs, attached offices/Autonomous bodies etc. in such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc., shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Market place (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of chief executive officer of concerned CPSUs etc.,

Debarment across all ministries/Departments

11. Where a Ministry/Department is of the view that business dealings with a particular firm should be banned across all the ministries/departments by debarring the firm from taking part in any bidding procedure floated by the central govt. ministries/departments, the ministry/department concerned, should after obtaining the approval of the secretary concerned, forward to DoE a self contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/Departments is in accordance with rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e., debarred) during the interim period till the final decision taken by DoE, only in the ministry/department forwarding such proposal.

13. Ministry/Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that sufficient opportunity has not been given to the firm to represent against the debarment, such debarment requests received from ministries/department shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/Departments/Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

17. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order revocation.

18. A debarment order may be revoked before the expiry of the order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other provisions (Common to both types of debarment)

19. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

20. In case, any debar firm has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

21. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment orders.

22. The department shall be automatically extended to all its allied firms. In case of joint venture/consortium is debarred all partners will also stand debarred for the period specified in debarment order. The names of partners should be clearly specified in the "Debarment Order".

23. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

24. The period debarment shall start from the date of issue of debarment order.

25. The order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

26. Ordinarily, the period of debarment should not be less than six months.

27. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

28. All Ministries/Departments must align their existing debarment Guidelines in conformity with these Guidelines within two months of issued of these guidelines. Further, bidding documents must also be suitably amended, if required.

-X-

UNDERTAKING (to be submitted by the Bidder along with Integrity Pact)

Date:

To,

PURCHASE DEPARTMENT,
MISHAR DHATU NIGAM LIMITED,
KANCHANBAGH, HYDERABAD – 58.

Sub: Procurement of _____ (Item description)

Ref: Tender no. & date: _____

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- ¶ We (The Bidder / Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.
- ¶ We (The Bidder / Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- ¶ We (The Bidder / Contractor) agree that Integrity Pact is deemed as part of NIT / Contract and we are bound by its provisions for the entire Pact duration as per Section. 9 of the enclosed Integrity Pact format.
- ¶ In case, if we (The Bidder / Contractor) fails to honour the above conditions, MIDHANI shall have absolute right to take action as per Section. 3 of the enclosed Integrity Pact format.

Yours faithfully,

(BIDDER)

GENERAL TERMS AND CONDITIONS TO TENDER

1. PAYMENT TERMS:

- a. Full payment will be made on or before 31.10.2023, subject to compliance of clauses and other Terms & Conditions mentioned in the Purchase Order/Contract.

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. 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.
4. 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, While the supplier is not entitled to enter into sub contract.

5. Validity:

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

6. WARRANTY/GUARANTEE: NA

7. EARNEST MONEY DEPOSIT : Rs. 10,00,000/-

All Central PSU's & Government departments / Authorities are exempted from submission of EMD in all tenders.

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

8. SECURITY DEPOSIT (SD):

10% of 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 en-cashable 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

9. 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.

Bank Guarantees (SD/Advances/PBG) shall have an additional claim period of three months from the date of expiry.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. SUBMISSION OF TENDER:

Tenders shall be submitted as per Annexure E. 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.

21. 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.

- 22.** 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.

23. TENDER OPENING:

TECHNO-COMMERCIAL BIDS:

Techno-commercial Bids along with price bid shall be opened on the due date indicated in the enquiry 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.

- 24.** Subject: Public Procurement (Preference to Make in India), Order 2017— Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised ‘Public Procurement (Preference to Make in India), Order 2017’ dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions:** For the purposes of this Order:

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

‘Works’ means all works as per Rule 130 of GFR- 2017, and will also include ‘turnkey works’.

3. Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I Local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

iii, In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match

the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The local content requirement to Categorize a supplier as 'Class-I local supplier'/'Class-II local Supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any Nodal Ministry/Department finds that for any particular item, pertaining to their Nodal Ministry/Department, the definition of local content, as defined in this order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

7. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure to preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. Government E-marketplace: In respect of procurement through the Government E- marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

a. The 'Class-I local supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 Crores, the Class-I local supplier/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries May constitute committees with internal and external experts for independent

verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) Of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s):

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other Procurement solicitations:

a. Every Procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of Class-I local supplier/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign procurement, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to Chairman of the Standing Committee.

e. For the purpose sub-paragraph 10 d above a supplier or bidder shall be considered to be from a country if (i) the entry is incorporated in that country or ii) a majority of the shareholding or

effective control of the entry is exercised from that country or iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of Supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / Supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its Calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content, if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

14. Power of grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entry under its administrative control) with the approval of their Minister-in-charge may by written order, for reasons to be recorded in writing

a. reduce the minimum local content below the prescribed level; or b. reduce the margin of purchase preference below 20%; or c. exempt any particular item or supplying entities from the operation of this

Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman Secretary, Commerce—Member Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor The Secretary of the Department concerned with a particular item

shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities,

b. shall annually assess and periodically monitor compliance with this Order

c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content

d. may require furnishing of details or returns regarding compliance with this Order and related matters

e. may during the annual review or otherwise assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures.

f. may examine cases covered by paragraph 13 above relating to manufacture under license/technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization.

g. May consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as need to conform to this order, within 2 months of issue of this order.

20. Transitional Provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this order.

25. 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.

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