

 MISHRA DHATU NIGAM LIMITED (A Govt. of India Enterprise) CIN: U14292TG1973GOI001660 P.O: Kanchanbagh, Hyderabad- 500 058. Phone : 040-24184617, Fax : 040- 24340764 Our New TIN NO. 36540140503	Invitation to Tender No. Ref : MDNL/AP01238084/ADVT/191/23-24 CLOSING DATE: 23.01.2024 TIME : 10.30 Hours OPENING DATE: 23.01.2024 TIME : 11.00 Hours (Single part Bid)
	Your offer should contain the following information: 1. Unit Rate and Terms of Price. 2. Validity Period of the offer. 3. Quantity/Trade discount, if any. 4. Delivery Schedules. 5. Mode of Dispatch. 6. Terms of Payment. 7. Taxes applicable with rate/percentage 8. Any other Govt. levies like excise, octroi applicable with rate/percentage.

Dear Sirs,

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


Material / Work Description & Specifications	Estimated Requirement	Appointment Period
	Unit / Quantity	
APPOINTMENT OF SECRETARIAL AUDITOR FOR THE FINANCIAL YEAR (2023-24) <ul style="list-style-type: none"> • Specification: As per Annexure-I • Check list and Contractor Details : As per Annexure-II • General Terms And Conditions To Tender: As per Annexure-III <p>All Tender documents mentioned above are to be submitted by you duly <u>signed & stamped</u> along with Techno Commercial Bid.</p>	1 No	As per Annexure-I

PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Envelopes shall be invariably super scribed with Enquiry No. & Due Date and shall be sent to the following address
General Manager (Commercial)
Corporate Office
Mishra Dhatu Nigam Limited
PO Kanchanbagh
Hyderabad -500058.
3. Validity of the offers shall be 90 days.
4. Tenders Bid will be opened Offline only as on date & time indicated above.
5. Taxes & Duties (if any) should be indicated clearly.
6. Payment terms : As per clause no. 1 of Annexure-III
7. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
8. PLEASE MENTION YOUR VALID E-MAIL ID.
9. MIDHANI reserves the right to cancel the tender or change the above tender schedule and also has the right to Accept/reject any tender quotation fully or partly or cancel without assigning any reasons whatsoever.
10. For Technical queries please contact Sri Paul Antony ph: 040-2418 4515 & for Commercial queries please contact Sri K.V SUNDEEP (Sr. Manager) Mail ID: sandeep.venkata@midhani.com

Yours Faithfully,

For MISHRA DHATU NIGAM LIMITED


 K V Sundeep
 Sr. Manager (Purchase)

Mishra Dhatu Nigam Limited invites bid in sealed covers from Practicing Company Secretary (PCS) /Firm of Company Secretaries (herein after referred to as "Firm") for appointment as Secretarial Auditor to conduct Secretarial Audit of the Company for the FY 2023-24

1. Preamble:

Sealed tenders under Two – Bid System (Techno-commercial and Price Bid) are invited on behalf of Mishra Dhatu Nigam Limited (MIDHANI) for appointment of Secretarial Auditor for conducting "Secretarial Audit" as per the provisions of Companies Act, 2013 & SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 and as per the attached tender documents.

2. Introduction:

MIDHANI is a specialized metal and metal alloys manufacturing "Mini Ratna Category –I" company set up on the 20th day of November 1973 to manufacture critical materials required in the strategic sectors of India's Defence industry and for sectors like Nuclear Power, Satellite Launch Vehicles, Aircraft etc.

MIDHANI is listed on BSE & NSE since April, 2018. The President of India, acting through the Ministry of Defence, Government of India, currently holds 74% of the issued and paid-up equity capital of the Company. The balance 26% of the equity capital in the Company is held by the public. To know more about the Company, please visit <http://www.midhani-india.in>.

3. Pre-Qualification Criteria

The firms satisfying the following criteria are only eligible for applying against this tender:

- a) Practicing Company Secretary Firm should be Hyderabad based firm only. The Lead Partner/Proprietor/Individual, under whose supervision the Secretarial Audit of MIDHANI is carried out should be based in Hyderabad.
- b) Practicing Company Secretary firm/its partners during current or preceding two financial years should not have provided any secretarial services including advisory services, retainer-ship services or secretarial audit function to MIDHANI.
- c) Practicing Company Secretary Firm shall hold a valid Peer Review Certificate throughout their engagement with MIDHANI
- d) Practicing Company Secretary Firm should not have been debarred/disqualified/black listed by any regulator/PSUs/ statutory body or Government entity or any International/National agency for corrupt or fraudulent practices. Self-declaration in this regard is to be submitted.

4. Scope of work:

The Detailed Scope of work is enclosed herewith at 'Annexure-1'.

5. Appointment Period:

Initially the period of appointment will be for the FY 2023-24, which may further continue to be extended for another financial year/(s) at the same rate and same terms and conditions based on satisfactory performance after review at each year with the approval of Competent Authority.

6. Date of Commencement of audit:

The Secretarial Audit shall be completed within 30 days from the end of respective financial year.

7. Tender Originating Location: Hyderabad**8. Bidding Schedule:**

Date of uploading tender documents on MIDHANI's website	06.01.2024
Last date & time of receipt of tender documents (Techno-commercial and price bid)	23.01.2024
Date & Time of Opening of Techno-commercial Bids	10.00 AM on 23.01.2024
Date & Time of Opening of Financial Bids:	11.30 AM on 23.01.2024

9. Place of submission of tender document:

Mishra Dhatu Nigam Limited,
Corporate Office,
Government of India Enterprise, Ministry of Defence

P. O. Kanchanbagh, Hyderabad-500058

The envelope shall be super scribed with the words "MIDHANI Tender Document for appointment of Secretarial auditor".

10. Place of Opening of tender:

Mishra Dhatu Nigam Limited
Corporate Office: P. O. Kanchanbagh, Hyderabad-500058

11. Criteria:

- a) Techno-commercial bid - Refer **Annexure-2**
- b) Price bid - Refer **Annexure-3** (Also refer pre-qualification criteria)
- c) Declaration as per **Annexure 2A** shall be submitted as a Techno-commercial bid, failing which bid will be rejected
- d) Documentary proof of the Techno-commercial eligibility criteria should be submitted along with the Bids, failing which the Bids will be rejected.

12. Bid Evaluation:

- a) Bids of firms who do not satisfy pre-qualification criteria will be rejected.
- b) Techno-commercial bid of firms meeting Pre-Qualification criteria will only be evaluated.
- c) Price Bid of firms which are technically qualified as per the Techno-commercial bid will only be opened.
- d) The firm whose price quote is lowest will qualify as L1 bidder.
- e) In case of tie as per point (d) above, a firm with a higher number of Secretarial Audit assignments shall be selected. In case a tie still persists, MIDHANI management shall choose the firm at its discretion and the decision of MIDHANI shall be final and binding on all the bidders.

13. Bid Verification:

MIDHANI reserves the right to verify/confirm all original documentary evidence, references submitted by the bidder in support of above-mentioned clauses of prequalification and Techno-commercial bid. Failure to produce the same within the period as and when required and notified in writing by MIDHANI shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses/penal action on the bidder by MIDHANI as may be due on the award of the contract and/or during the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender document.

14. Clarification of Bids

- a) During evaluation of the bids, MIDHANI may at its discretion, ask the Bidder for clarification of its bid. The bidder must submit the clarification as desired by MIDHANI within the specified time period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- b) No Bidder shall contact MIDHANI on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of MIDHANI, it should be done in writing.
- c) Any effort by a Bidder to influence MIDHANI in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the bid and MIDHANI will declare the firm ineligible, for a stated period of time from participation in future RFQs/tenders of MIDHANI.
- d) Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

15. Appointment and Remuneration of Secretarial Auditor:

The appointment and remuneration of L1 firm as "Secretarial Auditor" is subject to approval of the Board of Directors in each financial year.

16. Payment Terms:

- a) 100% Payment will be released within 45 days from the date of submission of bill(s) by the PCS/Firms after issuance of Secretarial Audit Report. No advance payment shall be made for conduct of Secretarial Audit.

- b) Payments shall be subject to deductions of TDS (Tax deduction at Source) as applicable and also subject to timely filing of GST return by PCS/firm, if applicable.

17. Presentation to Management and Board:

If felt necessary, the company may invite the Practicing Company Secretary/Firm of Company Secretaries to be present for discussions with management and Board on issues brought out in the Report. In such a case necessary arrangement for travel shall be made by the company and reasonable out of pocket expenses, if any, will be borne by the company, which will be in addition to remuneration.

18. Other Details

- a) Offers/bids in form of Telex/ Telegraphic / Fax/ Email/ Xerox/ Photocopy or offers/ Bids with scanned signature and Original bids which are not signed manually shall be rejected.
- b) The parties who may seek detailed clarifications on the terms and conditions of Tender, shall submit the same in writing to the Company Secretary, Corporate Office PO Kanchanbagh, Hyderabad-500058. The queries should reach us on or before 5:00 PM 22.01.2024, 2023 by email (company.secretary@midhani-india.in), Contact Number: 04024340853, Bidders are advised to refer our website: www.midhani-india.in, in connection with clarification if any, posted in respect of the tender documents.
- c) Bids must be submitted on or before the date and time mentioned in tender details at MIDHANI Corporate Office. Those bidders who intend to send their offers by post may send the same under registered post/courier so as to reach the designated place well before closing time and date. However, MIDHANI accepts no responsibility for offers received after the due date and time.
- d) Techno-commercial Bids and Price Bid's will be opened on 23.01.2024, 2023 at 11:00 am, at Corporate Office of MIDHANI . In case of an unscheduled holiday being declared in Hyderabad on the prescribed closing/ opening day of the Bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the Bid.
- e) MIDHANI reserves its right to accept/reject any/all the Bids or cancel the tender at its sole discretion without assigning any reason whatsoever.
- f) In case any information furnished by the Bidder is found to be incorrect/false later on after opening of bids then their Bid will be rejected and the Bidder may be debarred for next three years.

For Mishra Dhatu Nigam Limited

Authorised Signatory

Enclosures:

- 1) Annexure-1: Scope of Work & General Terms and Conditions
- 2) Annexure-2: Techno-Commercial Bid
- 3) Annexure-2A: Declarations to be submitted 4) Annexure-3: Price Bid (Price bid format)

Annexure-1 Scope of Work and General Terms & Conditions**1. Scope of Work**

To Carry out Secretarial Audit of the Company in accordance with the provisions of Section 204 of the Companies Act, 2013 and Regulation 24A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules 2014 as amended from time to time. Secretarial Audit shall be in adherence to the relevant notifications/clarifications issued by Ministry of Corporate Affairs, Govt. of India, the guidance note on Secretarial Audit issued by the Institute of Company Secretaries of India, from time to time and Secretarial Standards (if so issued during the course of audit).

The Broad scope of Secretarial Audit includes verification of the compliances under the following enactment, rules, regulations and guidelines:-

- a) The Companies Act, 1956 and the rules made there under or the Companies Act, 2013 & the rules made there under, as may be applicable;
- b) Secretarial Standards issued by Institute of Company Secretaries of India;
- c) The Memorandum of Association and Articles of Association of the Company;
- d) The DPE Guidelines issued by Department of Public Enterprises, Government of India;
- e) The Depositories Act, 1996 and the Regulations and Bye-laws framed there under;
- f) The Securities Contract (Regulation) Act, 1956 ('SCRA') and the rules made there under;
- g) Foreign Exchange Management Act, 1999 and rules and regulations made there under;
- h) Compliance to the following regulations and guidelines prescribed under the Securities and Exchange Board of India Act, 1992 ("SEBI Act"):-
 - (i) The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
 - (ii) The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
 - (iii) The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;
 - (iv) The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009;
 - (v) The Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999;
 - (vi) The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008;
 - (vii) The Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009; and
 - (viii) The Securities and Exchange Board of India (Buyback of Securities)

- i) Any other laws/regulations as may be applicable specifically to the Company;
- j) Any other specific activity as may be advised by the Audit Committee/Board/Management of MIDHANI etc., from time to time.

2. General Terms & Conditions

- i) The Audit Firm shall not assign or sub-let the whole or any portion or portions of the Secretarial Audit or allow any person to become interested therein in any manner whatsoever without the prior written approval of the Company.
- ii) Secrecy Clause: The Tenderer shall at all times use its reasonable endeavours' to keep MIDHANI's confidential information confidential and accordingly not disclose any such confidential information to any other person other than for the performance of its obligations under the agreement. The Tenderer shall indemnify and/or undertake that the confidential information, acquired by it during operation and/or implementation of the contract, shall not be divulged to any other firm and shall continue to apply even after expiry and/or termination of appointment. In this connection, the appointed firm shall be required to sign a Non-Disclosure Agreement with MIDHANI.
- iii) Submission of tender by the Tenderer implies that he has read the instructions and all other contract documents and has made himself aware of the scope of the contract.
- iv) All the pages of the tender documents submitted are to be signed and seal of the firm affixed.
- v) Arbitration: Any disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement/contract/work order etc. between the parties shall be resolved by mutual discussion/reconciliation in good faith. If disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement/contract/work order etc. cannot be resolved within 30 days of commencement of reconciliations/ discussions then the matter shall be referred to the Sole arbitrator, nominated by Chairman and Managing Director of MIDHANI for this purpose and his decision shall be final and binding on both the parties. There will be no objection to any such appointment on the grounds that the Arbitrator is an employee of MIDHANI and no appeal on any order passed by the Arbitrator for this purpose shall be filed in any Court of Law on such ground.

Qualitative Criteria for selection of Secretarial Auditor

- i. The Lead Partner/Proprietor/Individual, under whose supervision the Secretarial Audit of MIDHANI will be carried out, should have minimum Post Qualification (Company Secretary) experience of 10 years, out of which minimum 5 years should be in full time practice.
- ii. The firm should hold valid peer review certificate issued by ICSI.
- iii. The cut-off date for ascertaining experience will be (Attach CVs etc.) iv. The PCS/ Firm should have conducted Secretarial Audit under Section 204 of the Companies Act, 2013 of at least one Listed/Public Company in any of the last two financial years. Preference will be given to the Firms which have Listed Company/ Public Sector Undertakings (PSUs) as its clients (Attach Copies of appointment letter/Work orders/ contracts along with Annual Reports etc.)
- v. The Applicant should not have been penalized by the ICSI/MCA/ROC or any other Government Authority in any Disciplinary Proceedings during last 5 years. Selfdeclaration in this regard is to be submitted.

Note:

If a firm does not meet any one of the above Qualitative criteria, it will be technically disqualified. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

Declaration:

We hereby certify that:

- a) We do not suffer from any disqualification as specified inter-alia under the provisions of the Companies Act, 2013.
- b) We are an independent firm of the Practising Company Secretaries and are at arm's length relationship with the company.
- c) We hold a valid peer review certificate issued by ICSI.
- d) The partners of the firm are holding Certificate of Practice issued by the Institute of Company Secretaries of India and are in whole time practice.
- e) During current or preceding two financial years we have not provided any secretarial services including advisory services, retainer-ship services or secretarial audit function to MIDHANI.
- e) There are no order(s) or proceeding(s) which are pending against our firm or any of our partner(s) relating to professional matters of conduct before the Institute of Company Secretaries of India or any competent authority or any court.
- f) We are aware that any false information provided herein will make our appointment as Secretarial Auditor (if appointed) liable for termination.
- g) The firm and/or partners of the firm have not been debarred/disqualified/blacklisted by any regulator/ statutory body or Government entity or any International/National agency for corrupt or fraudulent practices.
- h) The firm and/or the partners of the firm have not been penalized by the ICSI/MCA/ROC any other Government Authority in any Disciplinary Proceedings during last 5 years.

I/We, _____ Partner of the Firm _____, hereby declare that the above information furnished is true & correct to the best of my knowledge and belief.

On behalf of Practising Company Secretaries Firm

Signature with seal of the firm Date:

Place:

Price Bid Format

(Amount in Rs)

Services/Activity	Audit Fee	Out of Pocket Expenses	Total Cost	
			<u>In figure</u>	<u>In words</u>
Appointment as Secretarial Auditor for the Financial Year 2022-23.				

Conditions related to the price format:

1. The price quoted above shall be for complete scope of work inclusive of out of pocket expenses. The price quoted should be exclusive of GST and other applicable taxes, if any.
2. The prices must be quoted strictly as per price format in Indian Rupees. All payments will be made against invoice in Indian rupees only.
3. The evaluation of bids will be done on the Total Price as quoted in Price Bid format (i.e. Audit fee plus out of pocket expenses).
4. MIDHANI reserves the right to continue or discontinue the work at any stage and payment will be restricted up to the last activity satisfactorily completed. The decision of MIDHANI with regard to assessment for completion of activities/stages shall be final.
5. The above prices are firm and inclusive of all expenses (but excluding taxes).
6. Bidders shall quote their prices/rates in firm figures and without any qualifications. Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount. Tenders containing qualifying expressions such as “free” etc. will not be considered.
7. If there is any discrepancy between total and its break-up, the break-up will be taken as correct amount and the total of break up will be considered for evaluation.

Offer's shall be rejected if,

- (a) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications; or
- (b) Offers which do not conform to MIDHANI price bid format; or
- (c) Offers not accompanied with a copy of valid GST registration certificate (if any)

CHECK LIST & CONTRACTOR DETAILS (Fill In Detail)

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

Date:

Signature of Tenderer with seal

B) CONTRACTOR DETAILS (Fill In Detail)

1. Name & Address of the tenderer:

2. Name of the authorized person with designation:

Office telephone :

Residence telephone :

Cell / Mobile no :

Valid / Official Email ID :

Fax no :

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

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

4. If so furnish details of the license No:

a. Maximum number of labourers employed:
(Indicated separately)

b. Validity period of license :

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

a. Income Tax PAN no. :

b. GST Code No. :

c. EPF code,(If Applicable)

d. ESI code, ,(If Applicable)

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

Comply with the minimum wages as per latest notifications

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

8. Details of present contracts in hand with MIDHANI

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

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

- a. Full payment will be made within **45** days after submission of certified bill for the job completed, subject to compliance of clauses and other Terms & Conditions mentioned in the Purchase Order/Contract.
- b. The Contractor shall raise the bill for the work done.

2. PRICES:

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

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

6. EXECUTION OF WORK:

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

7. DEDUCTIONS AND RECOVERIES:

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

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

8. COMPENSATION:

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

9. SECURITY:

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

10. COMPLIANCE WITH ENACTMENTS:

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

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

11. SAFETY:

- a. The Contractor shall ensure adherence to all safety regulations and wearing of safety appliances by his workmen while at work. He has to contact the safety Engineer of Midhani before starting the work and obtain safety work permit.
- b. All the persons involved in the subject work should be supplied by Contractor with proper safety appliances like safety Shoes, Goggles, Helmets, Aprons, Safety belts, Harness, etc.,
- c. The Contractor shall be solely responsible for any type of injury / accident to the persons engaged in the above work, including the expenses towards medical treatment and post" medical recoveries etc.

12. LIQUIDATED DAMAGES:

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

13. INDEMNIFY:

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

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

17. VALIDITY:

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

18. WARRANTY/GUARANTEE (If applicable):

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

19. EARNEST MONEY DEPOSIT Not Applicable for this tender**20. SECURITY DEPOSIT (SD):**

10% PO Value. SD amount shall be submitted by vendor within 21 days from the date of start of work mentioned in PO.

The Security Deposit of above amount shall be submitted on placement of order, online through bank Or Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 15 days from the placement of order.

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

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

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

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

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

Bank Account Details:

Current Account Name : Mishra Dhatu Nigam Limited

Bank Name : HDFC Bank Limited

Branch Name : Lakdikapul

IFSC Code : HDFC0000021

Account Number : 00210330000440

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

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

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

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

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

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

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

24. MSE (MICRO AND SMALL ENTERPRISES):

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

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

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

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

26. PRICE NEGOTIATIONS:

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

27. ARBITRATION:

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

way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India. In case of PSU/Government organization DPE guidelines in force or as amended from time to time shall be applicable. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government dept./Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Dept.), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/ 2013- DPE(GM)/FTS-1835 dated 22/5/2018 or the latest DPE Guidelines issued from time to time.

28. JURISDICTION:

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

29. RISK PURCHASE:

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

30. ADDENDA TO TENDER DOCUMENTS:

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

31. NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

32. BANKRUPTCY ETC.:

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

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

OR

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

33. RIGHT OF ACCEPTANCE:

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

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

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

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

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

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

35. SUBMISSION OF TENDER:

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

36. MULTIPLE L1 PARTIES:

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

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

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

38. TENDER OPENING:

A. TECHNO-COMMERCIAL BIDS:

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

B. PRICE BIDS: (if applicable)

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

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

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

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

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

40. DEFINITIONS:

A. PURCHASER:

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

B. TENDERER:

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

C. SUCCESSFUL TENDERER/SUPPLIER/CONTRACTOR:

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

*_*_*_*

Annexure-A**TO BE PRINTED ON LETTER HEAD****To whomsoever, it may concern.**

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

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

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

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,

For M/s.....

Authorized Signatory Name:

Designation:

Stamp:

Annexure-B**TO BE PRINTED ON LETTER HEAD****To whomsoever, it may concern.**

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

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

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

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

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,

For M/s.....

(Authorized Signatory)

Name:

Designation:

Stamp: