

**MISHRA DHATU NIGAM LIMITED**

A Govt of India Enterprise

P. O Kanchanbagh, Hyderabad – 500058, TS, India.

Corporate Identity Number :L14292AP1973GOI001660

Phone: 040-2434001 (10 lines), 24184276 / 4654 /24184449, Fax: 040 – 24340764

e Mail ID: rajesh.muttigi@midhani-india.in / snitesh@midhani-india.in,website: www.midhani-india.in

Tender Notice No. & Date: MDNL/AP36248092/ADVT/585/24-25 Dt. 03.02.2025

Start of Issue of Tender Documents: Dt. 03.02.2025

Receipt of Tender on or before: Dt. 25.02.2025

Opening of Tender Date: Dt. 25.02.2025

Sl. No	MATERIAL	Estimated Requirement	
	DESCRIPTION & SPECIFICATION.	Unit	Qty
1.	Renewal of Post Retirement Medical Benefit Scheme (PRMBS) Post - 2007- Non Executives for the year 2025 - 2026 - Renewal period - 04.05.2025 to 03.05.2026	No	Post 2007 (Non - Ex) :- Employee and Spouse: 302 Employee or Spouse : 63

List of Tender Documents:-

S. No	Document Description	Pages
	Invitation to Tender	02 Pages
	Eligibility Criteria & Contractors Details	02 Pages
Annexure I	Technical Specifications and Scope of Work	03 Pages
Annexure II	General Terms and Conditions	09 Pages
	a. Terms and Conditions for Services	02 Pages
Annexure III	Pre-Contract Integrity pact	10 Pages

QUERIES / CLARIFICATIONS:

Queries / clarifications technical, financial or commercial, if any, that may arise, should be referred by the tenderer by email/letter to

Technical Queries:

Name: Vasundhara Rongu

Email id: vasundhara.ringu@midhani-india.in

Ph: 040-2418 4405

Commercial/Financial Queries:

Name: M Rajesh

Email id: rajesh.muttigi@midhani-india.insnitesh@@midhani-india.in

Ph:

040 – 2418 4276 / 4564

For MISHRA DHATU NIGAM LIMITED

Tender Inviting Authority

EMD Amount: NA

Bank Details for payment of EMD:

MIDHANI Bank Details	Name of the Firm	: M/s. Mishra Dhatu Nigam Limited
	PAN No.	: AABCM6345A
	Bank Name	: HDFC Bank Ltd.
	Branch Address	: Lakdikapul Branch, Hyderabad.
	Account No.	: 00210330000440.
	IFSC Code	: HDFC0000021
	MICR Code	: 500240002
	SWIFT Code	: HDFCINBBHYD
	Type	: Current account.

Check list for submission of documents against the tender:

I) Techno Commercial bid should contain the following information (Envelope I/Cover I)

S. No	Description	Comply (Yes/No)
1	EMD	
2	Signed copy of integrity pact	
3	Acceptance to Terms and conditions of the tender	
4	Eligibility Criteria Documents as per tender	
5	Delivery Schedule as per tender	
6	Validity period of the offer as per tender	
7	Terms of payment as per tender	
9	GST number and applicable rate	
10	HSN/SAC Code/Custom duty tariff code	
11	Any other remarks related to this tender please specify in your offer	

Note:

- Tenders received without the above documents & details are liable to be rejected summarily.
- Please enclose the above check list along with the Techno Commercial bid.
- Tenderer's offer must conform in all respects with the applicable specifications and terms and conditions of the tender. In case of, deviation if any, from the tender specifications or terms and conditions must be clearly and explicitly stated. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "TECHNICAL DEVIATIONS" and "COMMERCIAL DEVIATIONS" respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere shall not be accepted.

MIDHANI reserves the right to accept / reject any deviation in tenderer's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason.

II) Price Bid should contain the following information (As per BOQ Format)

- Unit Rate both in figures & words

ELIGIBILITY CRITERIA (TO BE SUBMITTED WITH TECHNICAL BID):

Sl. No	Criteria	Documents required for confirmation
01	<i>Bidder</i> Should have been established and operating for a period of at least 05 years prior to the date of Tender.	- Certificate of Incorporation issued by the Registrars of Companies "OR" - Certificate of Registration by Registrar of Firms "OR" GST Registration in case of proprietary firms
02	<u>Annual Turnover</u> Turnover: Minimum average Annual Turnover of the Bidder for Last three financial years (FY 2021-22, 2022-23 and 2023-24) shall be Rs. 238 Lakh. Audited Annual Accounts	Audited annual accounts to be submitted
03	<i>Bidder</i> Should have PAN/GST	Copy of registration certificates
04	Technical Experience – Technical Specifications. The vendor should have atleast 5 years of experience in the Insurance field, more specific dealing with General Medical Insurance Scheme.	Suitable documentary evidence to be submitted.
05	<i>Bidder</i> Unconditional acceptance of all commercial terms and conditions.	Self certified document to be submitted
06	<i>Bidder</i> To submit Signed Integrity Pact document	Integrity Pact document signed with Company Seal

Solvency/Networth

S. No	Criteria	Documents for Verification
07	Should have Positive Networth in each of the previous three financial years Or Solvency Certificate of 20,00,000/- issued not earlier than 6 months from the date of Tender.	Audited Annual Accounts Or Certificate from a Certified Chartered Accountant for networth of the company issued not more than 6 months before the date of tender with seal and Membership Number mentioned on the certificate in Original. Or Solvency Certificate issued by nationalized or scheduled bank from INDIA in Original.

DECLARATION

I/We have fully understood and accepted in to the terms and conditions on the Tender Document and declare that I/We abide by the same and accordingly made the above offer. The Check List duly filled in is enclosed.

Date:

SIGNATURE OF THE TENDERER WITH STAMP

B) CONTRACTOR DETAILS (to be filled in detailed)

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. ESI Code :
- b. EPF Code :
- c. Income Tax PAN no. :
- d. GST Code No. :

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

7. Details of present contracts in hand with MIDHANI

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

Terms and Conditions for the Tender for PRMBS (Post 2007) – Non - Exe

1. "MIDHANI" or "Company" means Mishra Dhatu Nigam Limited.
2. "Tenderer" means firm submitting quotation in response to the tender enquiry sent by MIDHANI AFTER ACCEPTING ALL TERMS AND CONDITIONS.
3. The "Officer-incharge" means the officer nominated by Midhani to perform the duties set forth in this contract.
4. "Insurer" means the successful tenderer to whom the contract for implementation of Policy is awarded.
5. Words importing the singular only also include the plural and vice versa where the context requires. Words importing persons include firm and corporation and vice versa where the context requires.
6. Coverage of Scheme/Policy:
 - a) Retired employees of MIDHANI and their spouse" and
 - b) Spouse of the deceased employee"
7. Type of Risks & Coverage : Hospitalization, Pre & Post hospitalization, pre-existing diseases, for the members and their spouse with floater for the members covered under para 6 above.
8. Period of coverage : One year (12 Months) from the date of placing the order/commencement of the policy i.e **from 04.05.2025 to 03.05.2026.**
9. Policy Excess : Maximum coverage for group is mentioned at para 10 below. However, Insurance Company may allow the beneficiary to claim the short fall of claims (Claims in excess of policy amount disallowed in the policy) with other policies/Insurers if any.

10. Policy coverage:

Scheme	Total Employee projection	Base Policy	Top up amount on Base policy	
Post 2007 PRMBS (Non - Exe)	365 Retd. Employees	Rs. 4,00,000	2,00,000	Retd. employee & Spouse Floater
			4,00,000	
			6,00,000	
			8,00,000	
			2,00,000	Single Coverage - Retd. employee or Spouse
			4,00,000	
			6,00,000	
			8,00,000	

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

11. Claims Settlements:

- 11.1 Time limit for settlement of claim will be within 30 days after submission of all documents by the Hospital/member. Claims are to be settled by the Insurance Company Directly or through authorized service provider/TPA.

- 11.2 In case claims are not settled by the Insurance Company/TPA within the prescribed time limit as specified above subject to submission of required documents, the Insurance company shall pay penal interest as per IRDA guidelines.
- 11.3 The Insurance company/TPA shall also extend cashless settlement in respect of all Corporate Hospitals and other hospitals as mutually agreed to, subject to ceiling of balance available coverage.
- 11.4 MIDHANI shall not hold itself responsible for any fraudulent claims from the Members of Policy.
12. The members will be covered through PRMBS (Post 2007) – Non – Exe of Insurance Company and will be operated through the same. Selection of the Insurer is through a transparent process and will be based on the premium per employee.
13. The premium shall be quoted by the Insurance Company (Tenderer) for a period of one year with a fixed premium and allowing additions/deletions of members during the validity of the contract period.

14. TABLE OF BENEFITS:

<p><u>HOSPITALISATION BENEFIT:</u></p> <p>Actual charges up to the premium amount as quoted by the tenderer in the quotation at Annexure – B should cover the following during the policy period:</p>	<p>Room rent, ICU unit, Nursing Expenses, Surgeon, Anesthesia, Medical Practitioner, Consultant, Specialist fees, Blood, Oxygen, Operation, Theatre charges, Surgical appliances, Medicines, Drugs, Diagnostic Material and other related tests as required for diagnosis including blood motions, X-Ray, MRI, CT Scan and all related to cardiology, neurology etc., Dialysis, Chemotherapy, Radio therapy, Cost of pace maker, Artificial limbs and similar other expenses based on the estimation given by the Hospital prior to admission and will be restricted to actual bill claimed by Hospital. The estimate will be sent to the Insurer within 7 days.</p>
<p>Room Rent &ICU Charges</p>	<ul style="list-style-type: none"> • Single room subject to maximum ceiling of 1% of total policy coverage per day or the actual amount whichever is less. • ICU charges shall be extra at actual as claimed by the hospital authorities. <p>Note: The dialysis treatment/process period should be one month. (Opening and closing).</p> <p>Pre-Hospitalization: Relevant medical expenses incurred during the policy period up to 30 days prior to the Hospitalization/disease/illness injury</p>

	sustained will be considered as a part of claim under hospitalization. Post Hospitalization: Relevant medical expenses incurred during the policy period up to 60 days after hospitalization on diseases/illness sustained will be considered as a part of claim under hospitalization.
OPD	NIL
Voluntary Top – UP Facility	<ul style="list-style-type: none"> • Additional Top-up facility on the base policy of Rs. 4,00,000.00 is been given under various options as detailed in para 10.0. • The premium expenses for the additional Voluntary Top-up facility including the Taxes shall at the cost and effect of the Retired employee or Spouse.

15. This tender document is only indicative, however the actual Methodology, Operational/Working arrangement, terms & conditions will be finalized with the insurance company. Both the parties i.e Insurance provider and MIDHANI shall enter into an agreement for operational/working arrangement of the scheme. In case of any queries please contact Senior Manager (Admin Purchase)

SI No.	Description	Top up amount	UOM	Price (Excluding GST)	GST %
1	Medical Insurance Scheme (PRMBS on or Post 2007 - NEX) – 12 months (i.e., 04.05.2025 to 03.05.2026) for 365 nos.				
	Retd. Employee and Spouse				
1.1	Base Policy: Rs. 4,00,000/-	-	1 No.		
1.2	Base Policy: Rs. 4,00,000/-	Rs. 2,00,000/-	1 No.		
1.3	Base Policy: Rs. 4,00,000/-	Rs. 4,00,000/-	1 No.		
1.4	Base Policy: Rs. 4,00,000/-	Rs. 6,00,000/-	1 No.		
1.5	Base Policy: Rs. 4,00,000/-	Rs. 8,00,000/-	1 No.		
	Single Coverage: Retd. Employee or Spouse				
1.6	Base Policy: Rs. 4,00,000/-	-	1 No.		
1.7	Base Policy: Rs. 4,00,000/-	Rs. 2,00,000/-	1 No.		
1.8	Base Policy: Rs. 4,00,000/-	Rs. 4,00,000/-	1 No.		
1.9	Base Policy: Rs. 4,00,000/-	Rs. 6,00,000/-	1 No.		
2.0	Base Policy: Rs. 4,00,000/-	Rs. 8,00,000/-	1 No.		

General Terms and Conditions of the Tender

1. 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.
2. The offer should be complete in all respects. 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.
3. **VALIDITY:**
The offer should be valid for a minimum period of 90 Days from the date of opening of the tender. **In case of shorter Price validity period, than what is stipulated in the Tender, the Company reserves the right to reject the bid summarily.**
4. **DELIVERY PERIOD (As applicable):** As per Technical Specifications and Scope of Work
5. **EARNEST MONEY DEPOSIT:** NA (As per IRDA and GIC Guidelines)
6. **SECURITY DEPOSIT (SD):** NA (As per IRDA and GIC Guidelines)
7. Purchase Preference under 'Make in India' Programme as per attached Make in India Order and Notifications issued and amended from time to time shall be provided to all Local suppliers.

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 mar-

gin 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.

8. **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 Competent Authorities as per Latest Government Guidelines issued from time to time. Note: Presently, Udhya Registration is required to be submitted to consider under MSEs. Existing Enterprises registered as MSEs (Without Udhya Registration) prior to June 30, 2020 shall continue to be valid only for a period up to March 31, 2021.
- 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 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 services rendered by MSE's. Traders are excluded from availing these benefits
- v) Start ups as recognized by Department of Industrial policy and Promotion (DIPP) shall be exempt from paying Earnest Money Deposit (EMD)

9. **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.

10. **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 India International Arbitration Centre (IIAC) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the India International Arbitration Centre (IIAC) And will provide administrative services in accordance with India International Arbitration Centre (IIAC) 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.

11. **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.

12. **RISK PURCHASE:**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk. In such case the supplier shall be bound to pay the extra cost incurred by Midhani forthwith on demand by Midhani.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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, subject to acceptance by MIDHANI.

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.

18. **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.

19. **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.

20. 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.

21. **TENDER OPENING:**

A. **TECHNO-COMMERCIAL BIDS (UN-PRICED) :**

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:**

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."

22. **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.

*_*_*

TERMS AND CONDITIONS FOR MANPOWER/JOB CONTRACTS IN MIDHANI**1. PAYMENT TERMS:**

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

2. PRICES:

Tenderers shall submit their quotation in INR. The prices/service charges 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 are liable to be rejected.

3. Solvency Certificate:

The offer of the party with regard to submitted Solvency Certificate is considered valid only when the verification of Solvency Certificate document with the Source is completed with satisfactory result. In case, if the verification reveals that the submitted Solvency Certificate is found fake/forged, the offer will be deemed rejected and the party will be considered for banning for future business and also necessary criminal proceedings will be considered for initiation against the Party.

In case L1 party's Solvency Certificate is found fake/forged, it shall be deemed as techno-commercially disqualified and next techno-commercially acceptable lowest bidder shall be treated as L1 for further processing.

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 (revision in number of man power, quantity etc., if required) by half term (06 Months in case of one year contract and 01 year in case of two years contract) subjected to satisfactory performance by the contractor along with contractor's acceptance to continue with same price and terms, wherever required.
6. 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, without prior consent of MIDHANI.
7. **LIQUIDATED DAMAGES:**
 - a. The time schedule 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 week, 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 assigned jobs by deploying his workmen in time, Midhani, apart from levying liquidated damages, is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the contractor and shall recover such expenditure incurred by it from the Contractors bills /security deposits.
- c. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Contractor shall pay the different amount on demand.

8. 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. Otherwise MIDHANI is empowered to initiate appropriate action including legal action to recover the loss in the event of the contractor's failure to pay within the stipulated time limit as demanded.

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

LEGAL NAME :

TRADE NAME :

TAX PAYER TYPE :Regular

Thanking you.

Yours Truly,

For M/s.....

Authorized Signatory Name:

Designation:

Stamp:

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

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

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

I/We acting 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:

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: _____

-*-

- i We (The Bidder / Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.
- i We (The Bidder / Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.
- i 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.
- i 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)

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 accord. The Principal will not use power before and during the tender process.
 - 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)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(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

The Bidder(s)/Contractor(s) before award or during execution has committed any offence mentioned in the Purchase Policy, MIDHANI and as per "Guidelines on Banning of Business dealing with 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 documents, information, to a firm or entity engaged by the Sub-contractors.

Abstention in 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;

a. Sunil Kumar Chourasia

Mobile No. 8004938936

e-mail: sunilkumar.chourasia@midhani-india.in / sunilchourasia@hotmail.com

b. Shri Bal Raj, ITS (Retd.),

12, Engineers Enclave,

Phase- I, G M S Road,

Dehradun – 247001.

Mobile No. 9412000540

e-mail: balraj.iem@midhani-india.in / anand2149@yahoo.co.in

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

Subhadip Ghosh
(Office Seal) Subhadip Ghosh
अधीन प्रबंधक (I/C-क्रय)

(Office Seal)

Place: Hyderabad
Date: 12/05/2018
Add: General Manager (I/C-Purchase)
M/s. Shri. N. Srinivas Reddy & Sons Pvt. Ltd. / Shri. N. Srinivas Reddy & Sons Pvt. Ltd.
Date: 12/05/2018
Address: Debraj Nagar, Debraj Nagar-58 / Kancharibagh, Hyd-58

Witness 1: Amit Kumar Singh
(Name & Address) अमित कुमार सिंह / AMIT KUMAR SINGH
Witness 2: के मुकेश
(Name & Address) वरिष्ठ प्रबंधक (क्रय) / Manager (Purchase)

Integrity Pact के मुकेश / K. MUKESH
वरिष्ठ प्रबंधक (क्रय)
Sr. Manager (Purchase)

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 allied firms will also be considered as allied firms.

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.

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.

Integrity Pact

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 of 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. DoE shall not award or place any contract (including two stage bidding) on such debarred firms. 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 debarment 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.

