

By Post

**MISHRA DHATU NIGAM LIMITED**

(A Govt. of India Enterprise)  
CIN: U14292TG1973GOI001660  
P.O. : Kanchanbagh,  
Hyderabad- 500 058.  
Phone : 040-24184276 / 4654  
Fax :040- 24340764  
Our New TIN NO. 36540140503

Invitation to Tender No.

Ref : MDNL/AP02258040/ADVT/300/25-26

**CLOSING DATE : 09.09.2025 TIME : 11:00 Hours****OPENING DATE : 09.09.2025 TIME : 11:00 Hours****TECHNO COMMERCIAL BID****Two 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 submit your offer through offline only for the following items, as per the Terms & Conditions mentioned herein and also in the Annexure.

Material / Work Description & Specifications	Estimated Requirement <u>Unit/ Quantity</u>
Engagement of General Insurance Intermediary	
<ul style="list-style-type: none"> <li>• Scope of Work : As per Annexure-I</li> <li>• General Directions &amp; Terms &amp; Conditions : As per Annexure-II</li> </ul>	<b>2 Years</b>
All Tender documents mentioned above are to be submitted by you duly <b>signed &amp; stamped</b> and up loaded On-line <b>along</b> with Techno Commercial Bid.	<b><u>Delivery Required</u></b>
	<b>2 Years</b>

**PLEASE NOTE THE TERMS & CONDITIONS GIVEN BELOW:**

1. Offer your firm lowest prices, as price negotiations will not normally be held.
2. Validity of the offers shall be 90 days from the date of opening of Tender Taxes & Duties (if any) should be indicated clearly.
3. Taxes & Duties (if any) should be indicated clearly.
4. Please indicate whether you are a Small or Medium Enterprise and produce necessary documentary evidence to claim benefit extended by Government of India.
5. Please provide your e-mail ID.
6. 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.
7. For Technical queries please contact Vijay Singh (DGM) Ph: 040-2418 4542 & for Commercial queries please contact Sri M Rajesh Mail ID: [Rajesh.muttigi@midhani-india.in](mailto:Rajesh.muttigi@midhani-india.in) and Ph: 040-2418 4276/4654.
8. L-1 will be decided on overall L-1 basis for all the tendered items.

रजेश मुत्तिगी / Rajesh Muttigi  
प्रबंधक (क्रय) / Manager (Purchase)  
मिश्र धातु निगम लिमिटेड/Mishra Dhatu Nigam Limited  
कंचनबाग, हैदराबाद-58 / Kanchanbagh, Hyd-58

**ELIGIBILITY CRITERIA**

- a. The Insurance Intermediary should be holding a Broking License granted by the Insurance Regulatory Development Authority (IRDA) for 3 consecutive years upto 31-03-2025 and the license should be in force as on the date of appointment.
- b. The Insurance Intermediary must have an office (Registered/Head Office/Branch Office) at Hyderabad, in the state of Telangana.
- c. The Insurance Intermediary belonging to any industry group/house will not be considered.
- d. Insurance Intermediary having any associate/subsidiary, which is involved in any other business will not be considered.
- e. The bidder must have a minimum revenue of Rs. 5 crores in each FY (only from Insurance Broking Activities) consecutively for the last 3 completed FY's i.e. 2022-23, 2023-24 & 2024-25 as per Financial Statements attested by CEO/Principal Officer of the Company to be submitted along with the bid/in case Audited results for the FY 2024-25 are not available as on the date of submission of documents, a certificate by a practicing Chartered Accountant indicating Net Worth and Turnover is considered acceptable, in addition a certificate would be required from the CEO/CFO stating that the financial results of 2024-25 are under audit as on the last date of submission of documents.
- f. The bidder must have handled the Insurance of Minimum 1 PSU (on general insurance) during any of the last three completed financial years i.e. 2022-23, 2023-24 & 2024-25 as Insurance Intermediary.
- g. Net Worth of the bidder must be positive consecutively for the last 3 completed financial years i.e. upto 31-03-2025. Financial statements attested by CEO/Principal Officer of the Company to be submitted along with the bid in case Audited Results for the FY 2024-25 are not available as on the last date of submission of documents, a certificate by a practicing Chartered Accountant indicating Net Worth and Turnover is considered acceptable, in addition a certificate would be required from the CEO/CFO stating that the financial results of 2024-25 are under audit as on the last date of submission of documents.
- h. Insurance Intermediary who has been found guilty, for violation of any law/regulatory guidelines by IRDA or penalized by IRDA during the last 3 Financial Years i.e. upto 31-03-2025 will not be considered and must not respond to the Tender. A statement of undertaking/declaration is required to be submitted in this regard.

Signature of Authorized Signatory with Seal

MDNLAP02258040/ADVT/300/25-26  
TENDER NO: MDNLAP02258040/ADVT/300/25-26  
Dt. 23.08.2025



**BUSINESS PROFILE AND ASSESSMENT CRITERIA**

<b>Business Profile</b>				
<b>Sl. No.</b>	<b>Description</b>	<b>Documents required</b>		
1	Name of the firm/company	Documentary proof to be submitted		
2	Address of Regd. Office and number of branches with location	Documentary proof of address of Registered Office		
3	Address of Hyderabad branch	Documentary proof of address		
4	Name of Promoters, their qualification and % of holding in the Company	Document indicating the details duly attested by CEO/Principal Officer of the Company		
5	IRDA License No. And date	Copy of license		
6	Goods and Service Tax No.	Copy of GST certificate		
7	Permanent Account No. (PAN)	Copy of PAN		
8	Structure of the firm/company	Certificate of Incorporation or other document as a proof duly attested by CEO/Principal Officer of the Company		
<b>Assessment Criteria-Maximum 100 marks</b>				
<b>Sl. No.</b>	<b>Parameters</b>	<b>Documents required</b>	<b>Marks</b>	<b>Max. Weightage</b>
9	No. Of years completed as licensed insurance intermediary	Attach proof of accreditation by IRDA, proof to be attested by CEO/Principal Officer of the Company		
	3 to < 4 years		4	20
	4 to < 6 years		8	
	6 to < 8 years		12	
	8 to < 10 years		16	
	> 10 years		20	
10	Financial strength: Cumulative service value from insurance intermediary activities of 3 (Three) Financial years i.e. 2022-23, 2023-24 & 2024-25	Copies of Audited Balance Sheets for the period 2022-23, 2023-24 & 2024-25 attested by Authorised Signatory/Principal Officer		
	Rs. 5 Cr. To < Rs. 9 cr.		4	20
	Rs. 9 Cr. To < Rs. 12 cr.		8	
	Rs. 12 Cr. To < Rs. 15 cr.		12	
	Rs. 15 Cr. To < 25 cr.		16	
	>25 cr.		20	

Signature of Authorised Signatory with Seal

11	Number of clients handled in Central Public Sector Undertakings (CPSU) (as an intermediary) during the last 3 Financial Years with a turnover of more than Rs. 800 crore om 2024-25. 4 or more 3 2 1	Mandate letter issued by client/Insurance Company. Proof to be attested by CEO/Principal Officer of the Company.	10 6 4 2	10
12	Intermediary of any Central Public Sector Undertaking (CPSU) continuously for 3 years as on 31-03-2025 Yes No	Mandate letter issued by client/Insurance Company. Proof to be attested by CEO/Principal Officer of the Company.	10 0	10
13	Experience in settlement of Property Damage claim of any PSU in a single incident as its mandated direct broker during the last 10 years as on 31-03-2025 Exceeding Rs. 5 crores Exceeding Rs. 2 crores to Rs. 5 crores Upto Rs. 2 Crores	Mandate letter issued by client/Insurance Company. Proof to be attested by CEO/Principal Officer of the Company	10 6 2	10
14	Number of employees of the broking firm having working experience of more than 15 years with Insurance Companies Less than 3 3 to less than 5 5 to less than 7 7 or more	Brief profile of the persons duly attested/certified by the CEO/Principal Officer of the Company	2 4 6 10	10
15	Number of employees as on 31-03-2025 working in claims handling section 3 or more than 3 2 1	Brief profile of the person duly attested /certified by the CEO/Principal Officer of the Company	10 4 2	10
16	Please state how many Risk Inspection & Risk evaluation studies have been conducted by your own risk engineers in Defence CPSU with a turnover of Rs. 800 cr or above in the last 3 Financial years as on 31-03-2025 Nil 1 2 3 or more	Attach documentary evidence duly attested /certified by CEO/Principal Officer of the Company.	0 4 6 10	10
<b>Total weightage</b>				<b>100</b>

Signature of Authorised Signatory with Seal



- Documentary evidence in support of the above mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal Officer/Authorised Signatory of the bidder failing which the offer shall be liable for rejection.
- In cases, where the audited financial results of the last financial year i.e. 2024-25 are not available as on the last date of submission of documents, a certificate by a practicing Chartered Accountant indicating Net Worth and Turnover is considered acceptable. In addition, a Certificate would be required from the CEO/CFO stating that the Financial results of the company are under audit as on the last date for submission of documents.

### **DECLARATION/UNDERTAKING**

I/We have not been blacklisted / kept on holiday list Central / State Govt. / Ministry / Department / PSU / IRDA / SEBI / Financial Institution / Court and also not indicated/Fined/Penalized by IRDA.

I/We hereby undertake and confirm that I/We have understood the scope of work properly and shall carry out the work as mentioned in this tender.

I/We declare that our Company has never been found guilty of violation of any guideline by IRDA and no penalty has ever been imposed by IRDA on us.

**Signature of Authorized Signatory with Seal**

**Annexure-3**

### **SCOPE OF WORK**

- **Review of all Existing Insurance Policies:**
  - Carrying out risk inspection and risk evaluation study of all the Units/Facilities including up-coming projects to understand end to end Insurance requirements and suggesting any improvement thereof.
  - Identifying areas of risk including Terrorism Risk and suggesting methodology to minimize the risk as well as suggesting optimum insurance coverage, probable maximum loss calculation and reinstatement valuation of all insurable assets.
  - Interaction with MIDHANI for any change in risk quality, addition/deletion in assets and any other support.
  - If MIDHANI decides to take Business Interruption cover then, studying the Annual Report and latest Audited Balance Sheet and Profit and Loss Accounts for determining:
    1. Standing charges and operational profit.
    2. Segregation of Income and Expenses heads and identifying these under operational.
    3. Elements and as per cost centre data given by MIDHANI.
    4. Determining Business Interruption Indemnity Limit.
  - Determining Risk features in liability segment (Directors & Officers Liability, Third Party Liability, Product Liability, Employee Compensation liability etc).
  - Designing the Insurance Program to the customization of the risk profile including appropriate clauses and warranties covering property, marine liabilities etc.,

- Preparation of Tender Documents for MIDHANI, to invite competitive bids from eligible insurers, evaluation and finalization of bids and recommending MIDHANI for placing orders.
- Examining and scrutinizing the working of the final policy document to protect interests of MIDHANI with regards to the claim settlement.
- **CLAIM MANAGEMENT:**
  - Co-ordinating and ensuring realization of any claims arising during the policy period.
  - Co-ordinating with Insurance Companies, Surveyors etc for an early settlement of claims in a time bound manner.
  - Co-ordinating with insurers for immediate intimation and survey by appointed surveyor.
  - The broker would assist to arrange all documentation from MIDHANI for lodging claims.
  - Resolving various queries of insurers/surveyors during claim processing.
  - Guidance in relation to interpretation of Policy wordings/conditions, warranties, deductibles etc during claims processing.
  - To arrange for submission of monthly report on claims settlement position and pending issues.
  - Necessary follow up and early settlement of all Insurance claims of present and past.

- **MISCELLANEOUS SERVICES:**

Any other Insurance related services that may be assigned from time to time.

Holding Half yearly/Yearly Insurance seminar/workshop for nominated Executives of MIDHANI on Insurance, Risk improvement and cover support systems, Do's and Don'ts in claim situation.

Assisting MIDHANI in taking any new policies with reference to Insurance coverage.

Keeping MIDHANI informed of the latest IRDA Regulations and Guidelines and advising on developments in the insurance Portfolio of MIDHANI in India.

Any other advisory services related to the Insurance Portfolio of MIDHANI in India.

This is to be confirmed by the Chief Executive Officer/Principal Officer/Authorized Signatory of the Intermediary Company with stamp.

**WE CONFIRM COMPLIANCE TO THE ENTIRE SCOPE OF WORK**



**TERMS AND CONDITIONS**

1. Principal: The Company shall mean Mishra Dhatu Nigam Limited.
2. Payment Term / Fees: MIDHANI shall not pay any fee or reimburse any expenses whatsoever to the selected Insurance Intermediary for all or any of the services. The appointed Insurance Intermediary is entitled to earn its fee from Insurer strictly as per IRDA Regulation and Schedule.
3. Sub-letting of Contract: The Insurance Intermediary shall not, assign or sub-let its contract.
4. Submission of offer: Tender along with all supporting documents/credentials/certificates etc shall be signed by the Authorised Signatory of the bidder who shall initial on each page. The bidder shall provide all the information required as per Annexure 1, 2, 3 & 4. The bids shall be submitted in sealed envelope super scribing Tender No. MDNLAP02258040/ADVT/300/25-26 Dt. 23.08.2025. Sealed envelope will be opened on 09.09.2025 at 11:00 hrs in the presence of Authorised representatives of the bidders present if any. MIDHANI reserves the right to accept or reject any offer in full or part without assigning any reason whatsoever

The bidder shall submit tender along with requisite documents/credentials/certificates etc duly signed by Authorised Signatory with seal and must reach the address indicated on or before 09.09.2025 at 10:30 am.

Please note that the bidder has the option to send the bid by speed post/registered post/courier or by hand only.

5. Eligibility condition: The bidders qualifying the eligibility criteria will be assessed w.r.t. assessment criteria and the successful bidder will be selected as per the selection procedure indicated at Sl. No. 7.
6. Validity of the Tender: The proposal should remain valid upto 3 months from the date of Tender.
7. Selection Procedure: The bids will be evaluated on the basis of points obtained as per Annexure 2 i.e. as per Assessment Criteria. The successful bidder will be selected on the basis of highest points obtained. In case, two or more bidders score the same maximum marks in totality, then the bidder who is having greater experience in handling CPSU (Central Public Sector Undertaking) clients will be selected as successful bidder. In case of tie again, MIDHANI shall reserve the right to take appropriate decision as deemed fit. MIDHANI may call for a brief presentation by the highest scorer for appointing them as the Insurance Intermediary of MIDHANI.
8. Law Governing the Contract: The Contract shall be governed by the laws of India for the time being in force.
9. Arbitration: All disputes and differences of any kind whatsoever arising out of or in connection with the contract shall be referred to and settled by Chairman & Managing Director of MIDHANI. If either the Purchaser or the Contractor be dissatisfied on any matter, dispute of any kind either party (the Purchaser or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party, requiring that such matters in dispute be referred to the sole arbitrator to be appointed by the Chairman & Managing Director of MIDHANI.
10. Secrecy: All the material data/documents etc given to/collected by the appointed Insurance Intermediary in course of their work, intermediary shall be treated a confidential and should not be disclosed in any matter to any unauthorised person under any circumstances. MIDHANI may require the appointed Insurance Intermediary to execute a secrecy/confidentiality agreement.
11. Incomplete Tender: Incomplete Tender which do not contain all the information called for and/or any addition/deletion in Tender document/Annexure are liable to be rejected.
12. Cancelling Tender: MIDHANI reserves the right to cancel/scrap the Tender without assigning any reason whatsoever.
13. Authorised Officer: AGM (I/c. Finance) or any other Officer nominated by AGM (I/c. Finance) shall be authorised with regard to the Tender: The decision of the authorised officer shall be final and binding on the firm.
14. Duration of Engagement Period: Engagement of the Insurance Intermediary shall be for a period of 2 years initially and may be extended by another 1 year on the same terms and conditions on satisfactory performance of the Insurance Intermediary and at the sole discretion of MIDHANI. In case of deficiency of service, the mandate may be cancelled by MIDHANI any time.
15. Jurisdiction: The Contract shall be subject to the jurisdiction of the courts in Hyderabad

**WE CONFIRM THE ABOVE**

(Signature of CEO/Principal Officer/Authorised Signatory of the Applicant)

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

- a) Full payment will be made within 30 days after submission of certified bill for the job completed (As per Annexure-I), 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.
- c) **The contractor shall ensure timely filing of GSTR1 and GSTR3B including availability of invoices in GSTR2A of Midhani.**

**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 order has to be executed as per scope of work.
4. 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.
5. Acceptance of tender: MIDHANI reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. MIDHANI may also enter into contract parallelly with other sub-contractors for the same job, While the supplier is not entitled to enter into sub contract.

**6. EXECUTION OF WORK:**

- a. The work shall commence on awarding the contract by MIDHANI. The work shall generally be carried out on working days.
- b. The contractor shall engage workmen competent to perform the allotted work.

**8. 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.

**7. COMPENSATION: (If applicable)**

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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

- 12. 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.
- 13. 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.
- 14. 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.

**15. VALIDITY:**

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



**16. 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.

**17. SECURITY DEPOSIT (SD):**

5% of PO value. SD amount shall be submitted by vendor within 21 days from the date of start of work mentioned in PO.

The Security Deposit of above amount shall be submitted on placement of order, online through bank Or Bank Guarantee as per format enclosed from a Scheduled Bank of India 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 not withstanding 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 discharges 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

**18. 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.

19. 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).

**20. 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

**21. Zero Defect Zero Effect (ZED)/ Lean Certification for MSMEs:**

Ministry of MSME has implemented Zero Defect Zero Effect (ZED) and Lean Certification Programmes for MSMEs across the Country aimed at boosting the Manufacturing Capabilities of MSMEs in the country. In this regard, MSMEs are requested to immediately adopt these certification programmes which shall help both your organisation and also us being your customer in capacity building as well as improvement of quality of the products by improving manufacturing process, reducing defects, enhance product quality inline with Global Standards.



- v) MSME Bidder participating in the tender should preferably have the Zero Defect Zero Effect (ZED) certification (Gold/Silver Level) or Lean Certification (Intermediate/Advanced Level) whichever is applicable. Copy of the Certificate may be enclosed along with the Techno Commercial Offer.

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

**23. 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.

**24. 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 OM No. 05/0003/2019-FTS-10937 Dated 14th December, 2022 or the latest DPE Guidelines issued from time to time.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.



**33. 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.

34. 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.

**35. TENDER OPENING:****A. TECHNO-COMMERCIAL BIDS (UN-PRICED) : (if two bid)**

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."

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.

**36. 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.

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

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

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

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

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

**Now therefore the following Order is issued:**

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

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

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

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

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

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

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other



procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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

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

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

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

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

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

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

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

#### **3A. Purchase Preference**

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

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

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

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

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in



nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

iii, In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

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

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

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

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

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

9. Verification of local content:

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

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

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority



which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries May constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

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

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

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

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

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

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

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

#### 10. Specifications in Tenders and other Procurement solicitations:

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

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

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

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

e. For the purpose sub-paragraph 10 d above a supplier or bidder shall be considered to be from a country if (i) the entry is incorporated in that country or ii) a majority of the shareholding or effective control of the entry is exercised from that country or iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative



Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

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

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

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

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

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

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

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

16. Standing Committee: A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convener  
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 1<sup>st</sup> 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.

**38. 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/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 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/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:

**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER**

ENVELOPE NO. 1:

<b>"TECHNO-COMML. BID</b>	<b>MDNL/AP02258040/ADVT/300/25-26</b> DATE : 23.08.2025 DUE DATE : 09.09.2025
TO	GENERAL MANAGER (PURCHASE), MIS HRA DHATU NIGAM LIMITED, PO: KANCHANBAGH, HYDERBAD – 500 058.
NAME OF THE TENDERER:	

ENVELOPE NO. 2:

<b>"PRICE BID "</b>	<b>ENQUIRY NO. MDNL/AP02258040/ADVT/300/25-26</b> DATE: 23.08.2025
TO	GENERAL MANAGER (PURCHASE), MISHRA DHATU NIGAM LIMITED, PO: KANCHANBAGH, HYDERBAD – 500 058.
NAME OF THE TENDERER:	

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

ENVELOPE NO. 3:

	<b>ENQUIRY NO. MDNL/AP02258040/ADVT/300/25-26</b> DATE : 23.08.2025 DUE DATE : 09.09.2025
<b>CONTENTS : 1. TECHNO-COMMERCIAL BID</b> <b>2. PRICE BID.</b>	
TO	GENERAL MANAGER (PURCHASE), MISHRA DHATU NIGAM LIMITED, PO: KANCHANBAGH, HYDERBAD – 500 058.
NAME OF THE TENDERER:	