



N M D C LIMITED
(A Government of India Enterprise)

DIAMOND MINING PROJECT, MAJHGAWAN, DISTRICT-PANNA,
MADHYA PRADESH PIN CODE-488001

TENDER DOCUMENT FOR LIMITED TENDER ENQUIRY

NAME OF WORK

**ENGAGEMENT OF A CA/CMA FIRM FOR DEPUTING OF 02 NOS.
QUALIFIED CA'S/ CMA'S ON FIXED TENURE BASIS AT NMDC FINANCE
DEPARTMENT, DMP MAJHGAWAN, DIST.-PANNA, MADHYA PRADESH.**

Regd. Office
NMDC Limited Khanij Bhavan, Masab Tank, Hyderabad - 500028, INDIA.
Corporate Identity Number (CIN) - L13100AP1958GOI001674

SCHEDULE OF TENDER

Tender under single-bids system, Part I: Techno Commercial Bid and Price Bid are invited from experienced, and eligible bidders for the work as detailed below:

Tender No. 2200000176 Dated: 03.12.2025

Sl. No.	Description	Remarks	
1	Name of Work	“Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA’s/ CMA’s on fixed tenure basis at NMDC Finance Department, DMP Majhgawan, Dist.-Panna, Madhya Pradesh.”	
2	Completion Period	One Year from the date of issue of LOI which will be extendable for further period of one more year at the discretion of the management on mutual consent basis subject to satisfactory performance and on the same terms and conditions of the contract.	
3	Estimated Cost	Rs. 27,52,704/- Considering all the 02 candidates having experience of more than 03 years and including service charge & GST @ 18%.	
4	Mode of Tender	Limited Tender Enquiry E-Tender e-Procurement System https://dashboard.nmdc.co.in:53100/irj/portal www.nmdc.co.in under SRM e –procurement portal	
5	Contact Persons	Shri. H. S. Muduli HOD (Finance) Email: hshekarm@nmdc.co.in Mob.: +91 9685746441	Smt. Sima Kumari Sr. Mgr. (Civil) Contracts Email: simakumari@nmdc.co.in Mob.: +91 9755422133
6	Earnest Money Deposit (EMD)	Nil	
7	Contract Performance Guarantee	Nil	
8	Date of NIT available for parties to Download	03/12/2025 from 15:00 Hrs	
9	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	03/12/2025 from 03:00 PM at https://dashboard.nmdc.co.in:53100/irj/portal	
10	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	10/12/2025 at 03:00 PM (<i>Note: Please upload the bids well before the closing date and time so that any unforeseen technical problem can be avoided</i>)	
11	Date & time of opening of Techno-commercial bids Price Bid.	10/12/2025 at 03:30 PM	
12	Validity of offer	60 days from the last date of submission of Bids.	

Check List

Tenderer shall ensure that all the documents given below have been submitted with the offer:

Sl. No.	Document	Submitted Yes/No
1.	Letter of undertaking as per Annexure -I	
2.	Declaration on Local Content as per Annexure – II	
3.	Self-Certification regarding, compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- As per Annexure-III	
4.	PAN Card and GST Registration certificate	
5.	Bank Account Details along with cancelled cheque	
6.	Declaration by the Tenderer on his letter head informing relationship with employees of owner, if any, as per Annexure – IV	
7.	Declaration on MSE Status as per Annexure – V	
8.	Any other additional information	
9.	Price Breakup as per Annexure – VI	

NMDC LIMITED
(A Government of India Enterprise)
DIAMOND MINING PROJECT
MAJHGAWAN, Dist.- PANNA, M.P. -488001

Tender Enquiry No. DMP/MAJH/CONTRACTS/2025/025

Date: 03/12/2025

NOTICE INVITING TENDER
e-Tender Notification for LTE

SRM Tender Reference No. 2200000176 Dated: 03.12.2025

Sub: Invitation of Bids from limited bidders through SRM Portal for the work of **“Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA’s/ CMA’s on fixed tenure basis at Finance Department, DMP Majhgawan, Dist.-Panna, Madhya Pradesh”**

NMDC Limited is a “Navaratna Category” profit making Government of India Enterprise under Ministry of Steel (herein after called ‘OWNER’) engaged in the mining activities of exploration of various minerals. NMDC Limited is operating Diamond Mining at DMP Majhgawan, Dist.-Panna, Madhya Pradesh, PIN CODE-488001.

NMDC invites online bids from limited bidders through SRM Portal for the work **“Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA’s/ CMA’s on fixed tenure basis at Finance Department, DMP Majhgawan, Dist.-Panna, Madhya Pradesh”**.

This is a Limited Tender Enquiry and participation against this tender is by invitation only. Other bidders will not be considered for this tender. Prospective Bidders, who are manufacturers/ contractors and can supply the tendered items/ works may apply to NMDC for vendor registration/ Empanelment with all credentials along with duly filled in application as per procedure available at www.nmdc.co.in in vendor empanelment section. Interested firms may be considered for vendor registration after following due procedure and such registered firms may be considered for issue of enquiries for future tenders.

The estimated cost of the work is **Rs. 27,52,704/-** considering all 02 candidates of experience more than 03 years including service charge & GST @ 18%. The estimated cost is only for reference purpose and the Bidder shall take all precautions to study the entire tender document and Instruction for Price Bid carefully prior to arriving at the Bid Amount.

INSTRUCTIONS TO TENDERER

Brief Description about the Work

Location : Finance Department, DMP Majhgawan, Dist-Panna, Madhya Pradesh

Completion Period : One Year from the date of issue of LOI which will be extendable for a further period of one more year at the discretion of the management on mutual consent basis subject to satisfactory performance and on same terms and conditions of the contract.

Submission of Tender: Online mode through SRM Portal: <https://dashboard.nmdc.co.in:53100/iri/portal>

The complete set of Bid documents can be viewed and downloaded from the following website links:

NMDC Limited: <http://www.nmdc.co.in/nmdctender/default.aspx>

Central Public Procurement Portal: <https://eprocure.gov.in/epublish/app>

Date of Submission of Tender: From 03.12.2025 03:00 pm to 10.12.2025 03:00 pm.

Date of Opening of Tender : 10.12.2025 03:30 pm

Validity of Tender : 60 days from the last date of submission of Bids.

Executing Officer : HOD (Finance), NMDC Limited, DMP, Panna

Paying Authority : HOD (Finance), NMDC Limited, DMP, Panna.

EMD (Earnest Money Deposit) : Nil.

CPG (Contract Performance Guarantee): Nil.

Effective Date : The effective date of contract will be considered as the date of issue of order in SRM Portal or any other start date specified in the order.

The Scope of Work and related Special Terms & Conditions

1. Two Nos. of qualified CMA/CA may be provided with a fixed remuneration of Rs.70,000/- per month for candidate having less than 03 years post qualification experience or Rs.90,000/- per month for candidate having more than 03 years post qualification experience. Here, remuneration is fixed based on experience of finally selected candidates. Only the Service Charge is variable which can be quoted by bidder as per their feasibility.
2. The contract period will be initially for a period of One year on fixed tenure basis, which may be extended for a further period of One Year at the discretion of management on mutual consent basis subject to satisfactory performance of the firm and on same terms and conditions of the contract.
3. The tenderer should furnish a declaration in the prescribed proforma (Annexure-IV) stating that he has no near relative(s) working in any of the Projects/Units/Offices of NMDC Limited.
4. The selected firm should undertake not to accept Internal Audit/Statutory Audit / Cost Audit of the Company during the contractual period.
5. The firms will be asked to pay the fixed monthly remuneration as stated above by following all statutory compliances.
6. The list of eligible candidates is required to be provided by the Firm within one week from the date of issue of work order based on which the candidates will be shortlisted by NMDC for carrying the works of Finance Department, DMP, Panna. The firm has to provide the shortlisted candidates within one week from the date of short listing.
7. The candidates deployed / posted by the firm will abide by the rules and regulations of the Corporation during the Contract period.
8. The candidates deployed shall not disclose the internal information / financial statements / any other data related to the company to the outside agencies or with any third party.
9. The candidates shall be provided free medical facilities at Project Hospital for self, spouse, and children, if any.

10. They will be provided Company's accommodation at free of cost except electricity & security charges during their stay at DMP, Panna.
11. The selected candidates will be eligible for 12 Casual Leaves and 10 days of Medical leaves apart from Public holidays of DMP, Panna, in a year. In case a candidate avails all the entitled leaves (Casual or Medical) within a year and leaves the organization before completing one full year of service for whatever may be the reason, the leaves if availed in excess of prorate eligibility, will be recovered prorate basis for the period not worked due to leaving the organization.
12. The selected candidates have to do the job assigned, as per the satisfaction of the owner.

In case of any ambiguity, bidders may seek clarifications from:

Shri H S Muduli,

AGM (Finance)-HOD

hshekarm@nmdc.co.in

Submission of Bid : The bid should be submitted during stipulated time period, no query/request shall be entertained regarding date of opening of the tender which is as per norms of the portal.

Price Basis : The bidders shall quote the total amount in the specified field of price schedule of SRM Portal. Any other mode of Price quotation will not be considered for evaluation. The bidder needs to submit scanned copy of price break up duly signed along with the original bid as per Annexure-VI.

Evaluation Criteria: Tenders will be evaluated on the overall lowest quoted amount including remunerations (fixed Rs.70,000/-/Rs.90,000/-), Service Charges (Variable) & GST@18%. Please refer Price Break Up at Annexure-V. In case, multiple L-1 bidders have quoted the lowest allowed price, NMDC shall place the contract by selection of any bidder from amongst the L-1 Bidders through lottery System.

The subject tender shall be restricted only to enlisted parties and bids received from all other parties shall not be evaluated and summarily rejected.

The bidder has to provide a regret letter with reason for not participating in the bid.

If a party does not respond in three consecutive bids, the firm shall be informed of being put on holiday list for one year.

GST Terms : The details of GST terms and conditions are mentioned at Clause No. 1.0 of General Terms and Conditions.

Arbitration : Any disputes during the contract period shall be resolved in line with arbitration Clause No. 11 of General Terms and Conditions.

HOD (Contracts)
Diamond Mining Project Majhgawan,
Dist.-Panna,
Madhya Pradesh,
PIN-488001.

General Terms and Conditions

1.0 Standard Taxes, Duties and Levies etc.:

I. Statutory Variation in Taxes, additional levy and withdrawal of taxes:

- i) Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, 'The OWNER', subject to submission of relevant documentary evidence.
- ii) Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the Owner's account.
- iii) However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv) However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

Additional commercial clauses due to GST:

II. Clauses under Goods and Service Tax (GST):

- v) Supply of goods or services or both covered under this tender shall attract Goods and Service Tax (GST) at applicable rate as amended from time to time. The Tenderer should clearly mention. GST in addition to the basic cost i.e., CGST+ SGST+ Compensation Cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
- vi) The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per Goods and Service Tax Act, Rules and Notifications made thereunder for the items listed in the price schedule of the tender.
- vii) Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST Rules made thereunder.
- viii) Tenderers must submit a copy of certificate of registration, i.e., GST REG – 06.

- ix) Tenderers who opted for composition levy under GST, shall submit a copy of the intimation filed in Form GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06 after the receipt of the same.
- x) Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
- xi) The Composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him.
- xii) At the time of evaluation of offers of the registered Tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid. Format and their commercial status will be arrived at accordingly
- xiii) At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid, if the same are notified under RCM. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by another bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- xiv) In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- xv) GST TDS shall be deducted at 2% or any other rate as may be amended from time to time on the goods or services procured by the bidder at the time of making payment. This will be deducted by the owner and the same will be deposited to the Government as per the timelines prescribed. GST TDS certificate can be downloaded by the tenderer for claiming credit of the same.
- xvi) In case any credit, refund or other benefit is denied or delayed to Owner due to any non - compliance by the supplier (Such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to Owner, including loss of credit, interest and penalty.

III. Other GST Compliance Related Terms:

- xvii) Tenderer shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as

notified including HSN/SAC codes, GSTIN Number

- xviii) Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.
- xix) In the event of non-reporting of invoices for supplies effected to OWNER during the month or non- acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST claimed in the Tax Invoice.
- xx) Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- xxi) Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- xxii) In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the Tenderer bills and will issue necessary certificate to the Tenderer to claim credit of the same.
- xxiii) It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.
- xxiv) If the contractor fails to file the valid GST return including payment of taxes to the government, for the earlier month, payment of taxes from the subsequent invoice shall be withheld and reimbursed to the contractor only after payment of taxes of earlier tax period(s) and filing of relevant valid return.
- xxv) The tenderer has to file GSTR-1 within the due date without fail, in case of non-compliance/delay in filing of GSTR-1 within the due date, Interest @ 1.5 percent per month or part thereof shall be recovered from the subsequent bills of the tenderer

2.0 The Company reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

3.0 The offer shall be valid for a minimum period of 60 days from the date of tender opening.

4.0 Payment terms: 100% payment (after statutory & other deduction (if any)) will be made within 10 days from the date of submission of bill, attendance & payment proof. Tenderers should provide their Bank Account / E-Account No. to make the Bill Payments to their account through E-Payment.

5.0 The tenderer has to submit the Bank details i.e., Name of the bank, Name of Account Holder, Account number, IFSC code, Branch name, Branch code and Original Cancelled cheque along with tender documents.

6.0 In case of any additional requirement of candidates, the Firm has to deploy the candidates for which the payment shall be released for the additional candidate deployed for the deployed period on pro-rata basis as per the existing rates.

7.0 Liquidated Damage (LD):

- a. In case the firm fails to deploy the required candidate as specified in Clause 6 of the Scope of Work, or if the deployed candidate remains absent for more than 15 consecutive days, the firm shall provide a replacement qualified CA/CMA within 30 days from the date of completion of the 15-day absence period. If the firm fails to provide such replacement within this period, liquidated damages (LD) at the rate of Rs.500/- per day per candidate shall be levied for the period of non- deployment beyond the permitted 30 days. The cumulative LD for the entire contract period of one year shall not exceed 10% of the total contract value. The HOD (Finance) may, based on the merits of the case, approve leave without pay for the deployed personnel beyond 15 days without imposing LD.
- b. If the candidate is absent beyond the permitted leaves, proportionate remuneration will be paid.

8.0 NMDC reserves the right to suspend or foreclose or cancel or terminate the contract at any point of time by giving one month notice period without assigning any reasons thereof. The Firm shall have no claim whatsoever, if the management suspend or foreclose or cancel or terminate the contract as per the said clause.

9.0 Conditional offers are not acceptable and are liable for rejection.

10.0 The Tenderer has to sign and stamp on each page of the following documents and upload the same in SRM Portal.

- i) Letter of undertaking as per Annexure -I
- ii) Declaration on Local Content as per Annexure – II
- iii) Self-Certification regarding, compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- As per Annexure-III
- iv) PAN Card and GST Registration certificate

- v) Bank Account Details along with cancelled cheque
- vi) Declaration by the Tenderer on his letter head informing relationship with employees of owner, if any, as per Annexure – IV
- vii) Declaration on MSE Status as per Annexure – V
- viii) Any other relevant document.
- ix) Price Breakup (Annexure-V)

11.0 Settlement of Disputes and Arbitration:

- a. All disputes or differences which may arise between the Owner and Contractor in connection with this Contract (other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.
- b. The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with the work, to the Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the contractor the panel of three names, as aforesaid, within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The further progress of any work under the contract shall unless otherwise directed by the Owner/Engineer continue during the arbitration proceedings and no payment due or payable by/ to the owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue during the arbitration proceedings.
- d. The laws applicable to the contract shall be the laws in force in India. The Courts of Hyderabad, Telangana state shall have exclusive jurisdiction in all matters arising under the contract.
- e. The venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- f. The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by each party. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to

commence or maintain any suit or legal proceeding concerning any disputes under this agreement until the dispute has been determined in accordance with the arbitration proceedings provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.

- g. Arbitration between a Central Public Sector undertaking of the Government of India (not under the Ministry of Steel) and the employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
- h. Arbitration between a Central Public Sector undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.
- i. The mechanism for settling the dispute through Arbitration shall be applicable only in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the contract value or maximum of disputed claim amount shall not exceed Rs. 100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of the contract value or maximum value of total claim value of Rs. 100 crores, the parties shall be within their rights to take recourse to remedies that may be available to them under the applicable laws other than Arbitration after the prior intimation to the other party.
- j. Parties agree that neither party shall be entitled for any pre - reference or pendent elite interest, i.e., date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendent elite interest in the matter.
- k. Parties further agree that following matters shall not be referred to Conciliation and Arbitration
 - i) Any claim, difference or disputes relating to, connected with or arising out of NMDC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Contractor and/or with any other person involved or connected or dealing with bid/contract/bidder/contractor.
 - ii) Any claim, difference or dispute related to, connected with or arising out of NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/Contractor.

12.0 CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

- 1. As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs participating in the tender must submit valid copy of Udyam registration certificate. The MSE's Bidder to note and ensure that nature

of goods/items manufactured mentioned in MSE's certificate matches with the nature of the goods /items to be supplied as per Tender. If the bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

2. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
3. In case bid is submitted by a consortium not having all the members as SSI units, no benefits under MSME circular shall be extended.
4. The registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
5. The MSEs who have applied for registration or renewal of registration, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
6. Relaxation of condition of prior experience /turnover to MSMs may be done on case-to- case basis.
7. The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
8. Items which are reserved for exclusive purchase from Micro and Small Enterprises shall be procured from Micro and Small Enterprises as per Public Procurement Policy.
9. Exemption and purchase preference for MSMEs:
 - a. Where tendered quantity of goods and services can be split:
 - i) ~~The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD)/ tender fees.~~
 - ii) ~~In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.~~
 - iii) ~~In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of 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 and such MSE shall be allowed to supply up to 25 percent of the total tendered value.~~
 - iv) ~~In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared equally.~~
 - b. Where tendered quantity of goods and services cannot be split:
 - i) The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) / tender fees.
 - ii) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.
 - iii) MSE shall be allowed to supply total tendered quantity provided their quoted price is within a

price band of L1 + 15 percent and they match the L1 price

- iv) In case lowest MSME do not agree to match the L1 rate then L2 or L3 or L4 so on as per ranking among the MSEs within the price band of L1+15% will be given opportunity to match the L1 rate of the tender and the total quantity shall be awarded to him after matching the L1 price of the tender.

10. Out of the 25 % target of annual procurement from micro and small enterprises 4 % and 3% shall be earmarked for procurement from MSME owned by Scheduled Caste & Scheduled Tribe entrepreneurs and owned by Women MSME respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and match L1 price four percent sub-target so earmarked shall be met from other MSEs.

11. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in Sl no.1 above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling NMDC to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- i) In case of proprietary MSE, proprietor(s) shall be SC/ST
- ii) In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

12. In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. Price range within 15% shall be considered for MSE bidders based on the original prices of L1 bidder not on the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted prices).

13. In case no MSE accepts the L1 price or there is no MSE available in L1+15% range, then the order shall be placed without applying the above principle.

14. The MSE Contractor/Party required to submit details of their organization for claiming MSE benefits as per the given format along with the valid MSE certificate.

13.0 Public Procurement (preference to make in India), Govt. of India Order: It is the Policy of Govt. 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. In this regard following guidelines and procedures to be adopted for granting purchase preference to Local suppliers:

13.1 Definitions:

- a. '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 goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

- b. **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

If higher local content is not prescribed, it shall be minimum 50% and 20% for Class -I supplier/ Class -II supplier respectively.

- c. **'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.
- d. **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The Margin of purchase preference is 20%.

13.2 Purchase Preference:

The subject work is **non-divisible** in nature and the bids will be evaluated on lowest price basis. The class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per the following procedure.

- a. Among all qualified bids, the lowest bids will be termed as L1. If L1 is class-I local supplier, the contract will be awarded to L1.
- b. 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 falling within the margin of purchase preference and the contract will be awarded to such class-I local supplier subject to matching the L1 price.
- c. In case such lowest eligible class-I 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 the 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.
- e. Margin of Purchase Preference: the margin of purchase preference is twenty percentage (20%).

- f. In respect of MSE firms vis-à-vis Class-I supplier under Public Procurement Order, the purchase preference in respect of MSE shall be met first and purchase preference with respect to present make in India order will be applied for balance quantity for divisible nature of works.

13.3 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 as per Annexure-I 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 procurement for a value in excess of 10 (ten) 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 cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving percentage of local content.~~
- c. 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.
- d. 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.

14.0 Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under: Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

For this Tender, Public Procurement No.1 dated 23.07.2020, Public Procurement No.2 dated 23.07.2020 & Public Procurement No.3 dated 24.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against this NIT. Tenderers are requested to go through the above-mentioned order. The following requirements need to be met by the bidder for participating in the tender.

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. However the above mentioned circular - Public Procurement No.1 dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as per circular no F.No.S/18/2019-PPD, Order (Public Procurement No. 2) dated 23-072020 , issued by Department of Expenditure, Public Procurement Division.
- ii) "Bidder" (including the term 'tenderer', 'consultant', 'vendor' or 'service provider', 'Know - how supplier', 'Technology provider', 'Licensor' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (iii) above will be as under:

- a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means Explanation
 - i) Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - ii) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements

- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals
- d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - i) "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
 - ii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

15.0 Corrupt or Fraudulent Practice:

15.1 The owner requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the owner

- a) Defines for the purpose of these provisions, the terms set forth as follows:
 - i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

15.2 Banning of business dealing with firms / contractors:

NMDC has introduced “NMDC Policy on Banning of Business Dealings with Agencies”, which covers both suspension and banning of business dealings with the Agency that commits fraud and / Or transgression in the dealings of NMDC. The policy is on the NMDC website, www.nmdc.co.in.

The grounds for banning of business dealings and the banning period as per the policy are reproduced below:

Quote

“Grounds for banning of business dealings:

- i) For the sake of clarity, the grounds on which banning of business dealings can be considered are given below. These are only illustrative, not exhaustive. The Competent Authority may decide to ban the Business dealings with an agency for any good and sufficient reason.
- ii) Security considerations, including questions of loyalty of the agency to the State.
- iii) Conviction of the Director / Owner / Proprietor / Partner of the agency a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Enterprises or NMDC during the last five years.
- iv) Evidence / strong justification for believing that the Director / Owner / Proprietor / Partner of the agency has / have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation in tenders, etc.
- v) The agency’s continuous refusal to return / refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- vi) The agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.
- vii) The banning of business dealings with the agency by the Government or any other Public Sector Enterprise.
- viii) The agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.
- ix) The agency used intimidation / threatening or brings undue outside pressure on NMDC / its officials in relation to a business dealing.
- x) The agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.

- xi) Willful act of the agency to supply sub-standard material irrespective of whether pre-despatch inspection was carried out by NMDC or not.
- xii) The findings of CBI / Police about the agency's involvement in fraud and / or transgressions in relation to the business dealings with NMDC.
- xiii) Established litigant nature of the agency to derive undue benefit.
- xiv) Continued poor performance of the agency in at least three preceding contracts with NMDC.
- xv) The agency misuses the premises or facilities of NMDC and / or forcefully occupies, tampers or damages NMDC's properties including land, water resources, forests / trees, etc.
- xvi) False allegation on NMDC officials by the agency if found proved by the investigating Department including Independent External Monitor.

Banning Period: The banning period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the banning period, the suspension period, if any, shall also be taken into account.”

Unquote

16.0 Local Conditions:

16.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these tender documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

16.2 It must be understood and agreed that such factors have been properly investigated and considered while submitting the proposal. No claim for financial adjustment to the contract awarded will be entertained by the Owner on this account. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

17.0 Assignment and Sub-Letting:

17.1 Assignment:

The CONTRACTOR shall not transfer or assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the OWNER. In the event of the CONTRACTOR contravening this condition, the OWNER shall be entitled to place the contract elsewhere at the cost and risk of the CONTRACTOR and the CONTRACTOR shall be liable for any loss or damage which the OWNER may sustain in consequence or arising out of such action.

17.2 Sub-letting:

The CONTRACTOR shall not sub-let the whole or any portion of the Contract without prior written approval of the OWNER. Such approval, if given, shall not in any way whatsoever relieve the

CONTRACTOR from any of his liabilities or obligations under the Contract and the CONTRACTOR shall remain responsible for all the acts, defaults and neglects of any of his sub-contractor(s) as if they were the acts, defaults or neglects of the CONTRACTOR. Employment of piece rate workers shall not be deemed as sub-contracting.

18.0 Force Majeure:

If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and unlawful lockouts (hereinafter referred to as 'Eventualities') then provided notice of the happening of any such eventuality is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the OWNER as to whether there exists a situation of Force Majeure or not and / or whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. [Law dept. comment]

The following shall also be considered as Force Majeure conditions:

- a) Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive;
- b) A cause due solely to the design of the Works, other than the Contractors design;
- c) Pressure Waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) Loss or damage due to the use or occupation by Employer of any section or part of the Permanent Works except as may be provided for in the Contract.

19.0 Safety Code:

The CONTRACTOR shall at his own expense arrange for the safety provisions as appended to these conditions or as required at work location in respect of all deputed CAs/CMAs directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

SCOPE OF WORK

Sub: “Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA’s/ CMA’s at Finance Department, DMP, Majhgawan, Panna”

Sl. No	Scope of Work
1	Providing 02 nos. of qualified CA or CMA at Finance Department, Diamond Mining Project (DMP), Majhgawan, Panna, Madhya Pradesh.

**PROFORMA OF
LETTER OF UNDERTAKING (LOU)
(To be submitted by the Bidder/Contractor in Part-I of the bid)
(To be submitted on Bidder's Letter Head)**

Bidder's Ref. No.

Dated: ___/___/2025

**HOD (Contracts)
Contracts Department
NMDC Limited,
Diamond Mining Project Panna,
Dist.- Panna,
Madhya Pradesh – 488001**

Dear Sirs,

1. We have read and examined the following Tender/ Bidding documents relating to the work for **“Engagement of a CA/CMA Firm for deputation of 02 nos. qualified CA's/ CMA's on fixed tenure basis at NMDC Finance Department, DMP Majhgawan, Dist.-Panna, Madhya Pradesh”**.
 - a) Notice Inviting Tender (NIT) including Bid Data Sheet
 - b) Instruction to Bidder (ITT) with Annexures
 - c) Form of Contract Agreement with Appendices
 - d) General Conditions of Contract (GCC)
 - e) Special Conditions of Contract (SCC)
 - f) Safety Code for Contractors
 - g) Technical Specifications
 - h) Any other documents (specify) including addenda / Corrigenda, if any.
2. Having examined the bidding documents, including addenda / Corrigenda, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named work in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. We hereby submit our tender as per terms of NIT and other documents.
3. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto and noting omissions there from that you may require.
4. We understand that this is a 'NIL' deviation tender. In case of submission of tender with deviations then same shall be withdrawn upon intimation by NMDC, failing which our offer stands rejected.
5. We undertake, if our bid is accepted, to commence execution of work of the facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.

6. If our bid is accepted, we undertake to provide a Performance Guarantee in the form, in the amount, and within the time specified in the bidding documents.
7. We undertake to keep our Tender valid initially for a period of Sixty (60) days from the due date of opening of tender i.e., up to We hereby further undertake that I/We shall not vary/alter or revoke my/our Tender during the said period or extended period, if any.
8. ~~We also submit herewith the prescribed EMD. NMDC shall have the right to forfeit the EMD, in addition to any other provision of ITT, if I/We do not comply with the undertaking given at 4, 5 and 6 above.~~
9. We undertake that *I/we are not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the subject tender.
10. We declare that we are not convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the bid.
11. Should this Tender be accepted, we also agree to abide by and fulfil all the terms, conditions and provisions of the above-mentioned tender documents.
12. I/We have
 - a) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from NMDC's website
 - b) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from Central public procurement portal
 - c) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from MSTC Portal
13. We hereby confirm that before submission of this bid, we have fully acquainted with local conditions and factors for execution of the works covered under these bid documents and technical specifications and that we shall have no claims against NMDC on these counts at any time".
14. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
15. We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.
16. We shall abide by the provisions of the Integrity Pact in completeness.
 - i. We confirm that we have submitted our bid as a sole Bidder */ as a consortium of companies* and we comply with requirements of the bidding document and in particular the clause on joint bidding as applicable to us.

ii. We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

iii. We hereby declare that we, M/s -----, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest which will call into question our participation in the procurement process and award of contract.

iv. We, M/s _____ solemnly declare that I/ we am/are not convicted in any criminal case.

Signature along with Seal of Co.

.....

(Of the person duly authorised to sign the Bid)

Name

Designation

Name of Company

(In block letters)

Date and Postal Address

WITNESS

Signature

Telegraphic Address

Date

Name and Address and

Telephone No.

Strikeout whichever is not applicable.

DECLARATION ON LOCAL CONTENT
(IN THE LETTER HEAD OF THE FIRM)

I/We have read the provisions of Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and subsequent orders/revisions/amendments issued by the respective nodal Ministry. In terms of the requirement of the aforesaid provisions, I/We hereby declare the following:

- a) I/We confirm that, I/We am/are a Class-I Local Supplier / Class-II Local Supplier, and the local content included in the Package Work is% of our total offered price for complete scope of work for **“Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA’s/ CMA’s on fixed tenure basis at NMDC Finance Department, DMP Majhgawan, Dist.-Panna, Madhya Pradesh”** Tender Enquiry No.: DMP/MAJH/CONTRACTS/2025/025 Dated: 03/12/2025.
- b) The address of the Manufacturing Unit is as follows.
- c) Further, I/We hereby confirm the following:

Whether the bidder is presently debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make in India), Order 2017’ (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP) and its subsequent orders/amendments/revisions.	YES / NO
---	----------

- d) I/We agree to furnish any information as a proof of the above as and when required.

Date

Place

Seal.....

Signature of the tenderer

CERTIFICATE REGARDING COMPLIANCE

I have read the Order (Public Procurement No.1) dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry. In terms of the requirement of the aforesaid order, we hereby certify that:

- a. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

- b. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I hereby certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that we fulfill all the requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

Yours truly,

Signature:

Name:.....

Designation:

Name of Bidder:

Date :.....

Place.....

Seal.....

Note: The above certificate given by a bidder whose bid is accepted, if found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

RELATIONSHIP WITH EMPLOYEES OF THE OWNER:

(To be prepared by the Tenderer in a separate sheet and included in Part-I of the tender)

NAME OF WORK : **Engagement of a CA/CMA Firm for deputing of 02 nos. qualified CA's/
CMA's on fixed tenure basis at NMDC Finance Department, DMP Majhgawan, Dist.-Panna, Madhya
Pradesh**

NAME OF TENDERER :

DECLARATION

As per clause 6.1.1 (xxi) of ITT

I/We hereby declare that the following employee(s) of the OWNER or his/her relatives, which term included wife/husband, parents, grand-parents, children, grand-children, brother, sisters, uncles, aunts, cousins and their corresponding in-laws is/are partner(s) of our firm/company.

<u>Sl. No.</u>	<u>Name/Address</u>	<u>Place of employment</u>	<u>Position/Designation</u>
1.			
2.			
3.			

SIGNATURE OF THE TENDERER
WITH DATE AD SEAL

OR

I/We hereby declare that no OWNER'S employee or his/her relatives, which term included wife/husband, parents, grand-parents, children, grand-children, brother, sisters, uncles, aunts, cousins and their corresponding in-laws is/are partner (s) with me/us in the firm.

SIGNATURE OF THE TENDERER
WITH DATE AD SEAL

Note: Whichever is not applicable, may be stuck off.

ANNEXURE - V

DECLARATION ON MSE STATUS
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Sl. No.	Particulars	Details
1	Is your organization proprietary/ partnership / private limited company/ public limited company/ others	
2	Does your organization belong to Micro / Small / Medium scale Industry (Please tick mark appropriate category.)	i) Micro ii) Small Scale iii) Medium
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification (Please tick mark the appropriate)	i) Manufacturer for supply items. ii) Service Provider for services. iii) Trader/reseller/authorized agent/distributor.
4	Whether Micro / Small / Medium Scale Enterprises is registered under SC / ST Category (Please tick mark the appropriate)	i) Yes ii) No If yes. iii) SC iv) ST
5	Whether Micro / Small / Medium Scale Enterprises belonging to Woman Category (Please tick mark the appropriate)	Yes / No

Note: Kindly attach Udyam Registration Certificate. SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

DECLARATION IN CASE OF MSE BIDDERS

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs, we hereby declare as under-

- i) We are a MSME Enterprise, as on bid closing date of this tender.
- ii) We are a Manufacturer of the quoted supply item(s) for quoted services and valid documentary evidence for same is submitted.
- iii) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false / untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Signature of the bidder
With Date and seal

PRICE BREAK-UP
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Sl. No.	Description	Amount (Rs.)
1	Remuneration per month to each qualified CA/CMA (A)	Rs.90,000/-
2	Number of qualified CAs/CMAs (B)	02
3	Total Remuneration for 01 year for 02 nos. (C)=(A)*(B)*12	Rs.21,60,000/-
4	Service Charge (%) (D) =% on (C)	XXXX
5	Sub-Total (E) =(C+D)	XXXX
6	GST @ 18% (F)=EX18%	XXXX
7	Total for 01 year (G) = (E+F)	XXXX

Note:

1. Total Amount at Serial No. 7 to be quoted by the bidder considering Service Charge only as variable part. Further, the above calculation Break-Up is made considering all the 02 candidates having experience more than 03 years. Hence, in case of any candidate finally selected having experience less than 03 years, the payment will be released at reduced remuneration of 70,000/- Per month instead of 90,000/- per month.
2. Further, it is stated that the consolidated monthly remuneration can be increased up to Maximum of 7% on annual Basis in subsequent year based upon satisfactory performance during the period of contract. Applicable service charges (%) as quoted above shall be paid on the revised remuneration charges, if any.
3. The scanned copy of the above Price Breakup duly signed to be uploaded along with tender original bid.
4. Corrections/overwriting should be avoided, if inevitable, the corrections should be attested.

Signature of the bidder
With Date and seal

PRICE BREAK-UP
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Sl. No.	Description	Amount (Rs.)
1	Remuneration per month to each qualified CA/CMA (A)	Rs.90,000/-
2	Number of qualified CAs/CMAs (B)	02
3	Total Remuneration for 01 year for 02 nos. (C)=(A)*(B)*12	Rs.21,60,000/-
4	Service Charge (%) (D) =% on (C)	XXXX
5	Sub-Total (E) =(C+D)	XXXX
6	GST @ 18% (F)=EX18%	XXXX
7	Total for 01 year (G) = (E+F)	XXXX

Note:

1. Total Amount at Serial No. 7 to be quoted by the bidder considering Service Charge only as variable part. Further, the above calculation Break-Up is made considering all the 02 candidates having experience more than 03 years. Hence, in case of any candidate finally selected having experience less than 03 years, the payment will be released at reduced remuneration of 70,000/- Per month instead of 90,000/- per month.
2. Further, it is stated that the consolidated monthly remuneration can be increased up to Maximum of 7% on annual Basis in subsequent year based upon satisfactory performance during the period of contract. Applicable service charges (%) as quoted above shall be paid on the revised remuneration charges, if any.
3. The scanned copy of the above Price Breakup duly signed to be uploaded along with tender original bid.
4. Corrections/overwriting should be avoided, if inevitable, the corrections should be attested.

Signature of the bidder
With Date and seal