

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Nmdc Limited
Organisation Name/संगठन का नाम	Nmdc Limited
Office Name/कार्यालय का नाम	Hyderabad
क्रेता ईमेल/Buyer Email	buyer32.nl.ka@gembuyer.in
Item Category/मद केटेगरी	Non IT Professional Service (version 2) - Finance and Accounting; Chartered Management Accountant
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value/अनुमानित बिड मूल्य	1750176
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1_4_2021_PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Minimum number of employees XX (for the selected domain/domains) which should be on roll of service provider:Min. 01 qualified CA/CMA candidate shall be Deployed immediately and 01 More shall be deployed upon intimation as per requirement of the Organization.

Additional Scope of Work:[1747980203.pdf](#)

Specific experience in the selected domain:[1747980227.pdf](#)

Non IT Professional Service (version 2) - Finance And Accounting; Chartered Management Accountant (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Domain Name	Finance and Accounting
Resource Profile	Chartered Management Accountant
Certifications	Certified management accountant
Qualification	ICWA , CMA , CA
Years of Experience	1-3
Deployment location	As per Tender
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired per month	Additional Requirement/अतिरिक्त आवश्यकता
1	Karra Parwathiswara Kumar Sarma	583118,NMDC LIMITED DIOM, DONIMALAI PO BELLARY DIST KARNATAKA STATE	2	<ul style="list-style-type: none">Number of months for which service to be hired : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Please read the tender document carefully before submitting the bid.

The minimum floor price as set by the buyer is excluding service charge and GST.

Hence, bidder's may quote the price with service charge and GST as per the format provided in the tender document.

The actual price break up will be indicated in the LOI/LAC/WO to successful bidder.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

एनएमडीसी



NMDC

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

WORKS DIVISION, DONIMALAI
DONIMALAI TOWNSHIP, PO-SANDUR TALUK,
BELLARY-DISTRICT, KARNATAKA
PIN CODE-583118

TENDER DOCUMENT FOR LIMITED TENDER ENQUIRY

NAME OF THE WORK

“Outsourcing of Finance Activities like Verification of Payment Bills, Estimations, Tender Documents and other related works etc., by engaging Two (02) Nos. qualified CAs/ CMAs at Works Division Donimalai”

GeM Bid No: - GEM/2025/B/

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

Tender No.

Dated:

<u>TENDER DOCUMENTS</u>		
Sl. No.	Description Index	Remarks
1	Name of Work	“Outsourcing of Finance Activities like Verification of Payment Bills, Estimations, Tender Documents and other related works etc., by engaging Two (02) Nos. qualified CAs/ CMAs at Works Division Donimalai”
2	Completion Period	1 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.
3	Estimated Cost	Rs.17,50,176/- considering all 02 candidates having experience more than 3 years including service charge & GST @ 18%.
4	Earnest Money Deposit (EMD)	Nil
5	Contract Performance Guarantee	Nil
6	Declaration of Local Content	Annexure-I
7	Certificate Regarding Compliance Format	Annexure-II
8	Declaration for No Relationship	Annexure-III
9	Declaration on MSE Status	Annexure-IV
10	Price Breakup	Annexure-V

NOTICE INVITING TENDER as Limited Tender

Sub: Invitation of Bids from limited bidders through GeM Portal for the work of **“Outsourcing of Finance Activities like Verification of Payment Bills, Estimations, Tender Documents and other related works etc., by engaging Two (02) Nos. qualified CAs/ CMAs at Works Division Donimalai”**

GeM Bid No.: GEM/2025/B/

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 and exploitation of various minerals. NMDC Limited is operating Iron ore mines at Donimalai, Sandur (Tq), Ballari Dist., Karnataka-583118.

Donimalai Complex consists of two Mines Donimalai Iron Ore Mine & Kumaraswamy Iron Ore Mine and its Administrative Office is situated in Donimalai Township in Sandur taluk, Ballari District of Karnataka-583118.

NMDC invites online bids from limited bidders through **GEM Portal** on **“Outsourcing of Finance Activities like Verification of Payment Bills, Estimations, Tender Documents and other related works etc., by engaging Two (02) Nos. qualified CAs/ CMAs at Works Division Donimalai”** for following bidders:

The estimated cost of the work is **Rs.17,50,176/-** considering all 02 candidates of experience more than 3 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: Works Division, Donimalai. The Work is to be carried out at Finance Department of Works Division, Donimalai.

Completion Period: 1 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.

Submission of Tender: Online mode through GeM 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 and Opening of Tender:

As mentioned in the GeM Bid Document.

Validity of Tender: As per GEM tender condition the bid cycle of the tender is 90 days.

Executing Officer: HOD (Finance), NMDC Limited, Works Division Donimalai.

Paying Officer: HOD (Finance), NMDC Limited, Works Division Donimalai.

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 GEM Portal or any other start date specified in the order.

The Scope of Work and related Special Terms & Conditions

1. Initially 01 No. of qualified CMA/CA may be provided for the immediate requirement and remaining 01 person will be engaged on a later stage, with a fixed remuneration of Rs.50,000/- per month for candidate having less than 3 years post qualification experience or Rs.60,000/- per month for candidate having 3 years or more post qualification experience. Here, remuneration is fixed based on experience of finally selected candidates. Service Charge only variable which can be quoted by bidder as per their feasibility.
2. The contract period will be initially for a period of 01 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.
3. The tenderer should furnish a declaration in the prescribed proforma (Annexure-III) 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 month 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, Works Division Donimalai. The firm has to provide the shortlisted candidates within Fifteen days from the date of shortlisting.
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 Donimalai.
11. The selected candidates will be eligible for 12 Casual Leaves and 10 days of Medical leaves apart from Public holidays of Donimalai Complex, 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 prorated eligibility, will be recovered prorated basis for the period not worked due to leaving the organisation.
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 Prasanta Kumar Swain, DGM (Finance)-HOD at pswain@nmdc.co.in

Submission of Bid: The bid should be submitted during stipulated time period, no query/request should be entertained regarding date of opening of the tender which is as per norms of the GEM portal. Refer Clause No. 12 of General Terms and Conditions for documents to be up load in GEM Portal.

Price Basis: The bidders shall quote the total amount in the specified field of price schedule of GEM Portal only. 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-IV.

Evaluation Criteria: Tenders will be evaluated on the overall lowest quoted amount including remunerations (fixed Rs.60,000 / Rs.50,000), Service Charges (Variable) & GST@18%. Please refer Price Break Up at Annexure-IV for easy understanding. 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 a Random Algorithm run by GeM Portal.

Only bids submitted by the following parties in GeM Portal shall be evaluated for award of work: -

1	M/s.	C S Jain & Co., Bangalore.
2	M/s.	Satyam & Dutta, Hospet.
3	M/s.	Arindam & Associates, Raipur.
4	M/s.	KJU & Associates Cost Accountants, Hyderabad
5	M/s.	Jitendra Agarwal & Associates, Bangalore.
6	M/s.	Siddhartha B & Associates, Raichur.

The subject tender shall be restricted only to parties enlisted above and bids received from all other parties shall be rejected.

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. 12 of General Terms and Conditions.

Dy. General Manager (Finance)
NMDC Ltd., Works Division, Donimalai
Donimalai Township, Sandur Taluk
Bellary District, Karnataka, PIN-583118.

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. The Company reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
3. The offer shall be valid for a minimum period of **90 days** from the date of tender opening.
4. **Payment terms:** 100% payment to be made within 10 days from the date of submission of bill with necessary statutory deduction. Tenderers should provide their Bank Account / E-Account No. to make the Bill Payments to their account through E-Payment.
5. 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. 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. **Liquidated Damage (LD):**
 - a. In case the firm fails to deploy the required candidate as specified above (clause no.6 of scope of work), or if the candidate is absent continuously for more than 15 days, the firm must arrange for another qualified CA/CMA in the place of the absent candidate within 10 days from the last day of the 15-day absence period. In case the firm is unable to provide/replace the candidate within the time frame, liquidated damages of Rs. 500/- per day per candidate will be levied for non-deployment. However, maximum LD leviable for the entire contract period of one year will be Rs.7,500/-.
 - b. If the candidate is absent beyond the permitted leaves, proportionate remuneration will be paid.
8. 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. Conditional offers are not acceptable and are liable for rejection.
10. The Tenderer has to sign and stamp on each page of the following documents and upload the same in GEM Portal.
 - i. **Declaration of Local Content (Annexure-I).**
 - ii. **Compliance certificate (Annexure-II).**
 - iii. **PAN Card and GST Registration certificate.**

- iv. **Bank Account Details**
- v. **Declaration for No Relationship (Annexure-III).**
- vi. **Declaration on MSE Status (Annexure-IV)**
- vii. **Price Breakup (Annexure-V)**
- viii. **Any other relevant document.**

11. 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 are 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. 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 MSMEs 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. In case of bidding through Govt E-market (GEM) portal the bidder needs to applied/check the MSE status while bidding for the tender. In the event of the bidder has not suitable applied/ checked the MSE Status while filing/ bidding for the tender in GEM portal even though the bidder has submitted MSE certificate along with the tender then the Bidder will be treated as Non-MSE (i.e., No MSE benefit will be granted) as the provision of auto matching in GEM portal is not available/activated unless the MSE status is checked by the concerned Bidder in GEM portal.
10. 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.
11. 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.
12. 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 SI 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.
13. 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).
14. 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.
15. 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. 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 grating 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 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 of 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. 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 23-07-2020 , 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. Wilful 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. 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/CMAAs directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

Annexure-I

DECLARATION ON LOCAL CONTENT
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

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 odal Ministry. In terms of the requirement of the aforesaid provisions, I/We hereby declare the following:

1. 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 **Tender Enquiry No.:** _____ **and the place of local addition of material/service used in the work is** _____.
2. 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
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3. I/We agree to furnish any information as a proof of the above as and when required.

Date

Signature of the tenderer

Place

Seal.....

CERTIFICATE REGARDING COMPLIANCE
(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

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 this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils 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 this bidder is 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 this bidder fulfils 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:
Seal.....

Date:
Place:

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.

DECLARATION REGARDING RELATIONSHIP WITH EMPLOYEES OF THE OWNER/NMDC

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

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

<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 AND SEAL

OR

I/We hear by declare that no OWNER'S or his/his relatives, which term Included wife/husband, parents, grand-parents, children, grand-children, brother, sister, uncles, aunts, cousins and their corresponding in-law is/are partner (s) with me/us in the firm or with NMDC.

SIGNATURE OF THE TENDERER

WITH DATE AND SEAL

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

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 TENDERER

WITH DATE AND SEAL

Annexure-V

PRICE BREAK-UP

(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

Sl. No.	Description	Amount
1	Remuneration per month to each qualified CA/CMA	Rs.60,000/-
2	Number of qualified CAs/CMAs	02
3	Total Remuneration for 1 year (A)	Rs.14,40,000/-
4	Service Charge for 1 year (B)	XXXX
5	Sub-Total Excl. GST (C) =(A+B)	XXXX
6	GST @ 18% (D)=CX18%	XXXX
7	Total (E) = (C+D)	XXXX

Note:

1. Total Amount at Serial No. 7 to be quoted by the bidder at GeM Portal 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 50,000/- Per month instead of 60,000/- per month.
2. The scanned copy of the above Price Breakup duly signed to be uploaded along with tender original bid.

SIGNATURE OF THE TENDERER
WITH DATE AND SEAL