



बिड संख्या/Bid Number: GEM/2025/B/6896601

दिनांक /Dated: 17-11-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-11-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-11-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Advanced Weapons And Equipment India Limited
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Chartered Accountant Firm (CA) firm to assist in accounting, income tax, and GST and company Act 2013 compliance
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Asset Management Services
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	642899
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	12857

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

CHIEF GENERAL MANAGER
Ordnance Factory Project Korwa, Amethi, Department of Defence Production, Advanced Weapons and Equipment India Limited, Ministry of Defence
(Chief General Manager)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.

6. 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.

7. 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.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1763198961.pdf](#)

Payment Terms:[1763198967.pdf](#)

GEM Availability Report (GAR):[1763198977.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1763198986.pdf](#)

Custom Bid For Services - Hiring Of Chartered Accountant Firm (CA) Firm To Assist In Accounting, Income Tax, And GST And Company Act 2013 Compliance (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Chartered Accountant Firm (CA) firm to assist in accounting, income tax, and GST and company Act 2013 compliance
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****SULTANPUR	1	N/A

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

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 Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

अस्वीकरण/Disclaimer

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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---

(File Number-OFPKR_OFPKR-FA_._NOTING_0022_1: File Subject- Hiring of services of Chartered Accountant (CA) firm to assist in compliances of accounting, Income Tax, GST and Company Act 2013.)

OFPKR_OFPKR-FA_._NOTING_0022_1

Note:1

Note Sheet

No: OFPKR/F&A/GeM/25-26
Date: 08/09/2025

Sub: Hiring of services of Chartered Accountant (CA) firm to assist in compliances of accounting Income Tax, GST and Company Act 2013.

Existing Contract of hiring of services of "Chartered Accountant (CA)" firm is going to expire on date 04.02.2026. To continue with services of "Chartered Accountant" firm, it is required to re-initiate the case through GeM as per revised scope of work ref. no. OFPKR/CA/SOW/2025-26/01-04 DTD 01.09.2025.

- 1. In this regard existing S.O.No.- GEMC-511687779393751 dated 29/01/2025 for the above services as LPR is enclosed herewith for ready reference.
- 1. The amount of LPR for above services is Rs. 642899/- (Six Lakhs Forty-Two Thousand Eight Hundred Ninety-Nine only) for 12 months including GST.
- 1. The Chief General Manager is requested to approve the above proposal for hiring of services "Chartered Accountant (CA)" firm through GeM and may also kindly accord sanction for an amount of Rs. 642899/- (Six Lakhs Forty-Two Thousand Eight Hundred Ninety-Nine only).
- 1. If approved, the case shall be processed by MM section, through GeM (two bid system) and expenditure shall be booked under code head 810/16.
- 1. The firm should comply with "scope of work" and "Annexure A" for technical acceptance.

Submitted for your kind perusal and approval please.

- Attached:
- (i) Purchase Requestion DRP5880362, Date: 05/09/2025.
 - (ii) Annexure "A", Dated: 08/09/2025
 - (iii) GeM NAC No. GEM/GARPTS/08092025/1HEH0OPH9DZ7, Dated: 08/09/2025.
 - (iv) Undertaking for Custom Bid/BoQ Creation on GeM.
 - (v) Scope of Work No. OFPKR/CA/SOW/2025-26/01-04 DTD 01.09.2025
 - (iv) LPR.

AMIT
08-Sep-2025 11:23:58
JWM(T)
OFPKR

1,2

Note:2

signed

RAKESH KUMAR GOUR
08-Sep-2025 15:48:23
JWM SG (T)
OFFPKR

Note:3

signed.

PANKAJ KUMAR AHIRWAR
10-Sep-2025 09:39:55
WM
OFFPKR

Note:4

instead of yearly .CA Visit in days requirement to be defined monthly as mentioned in the clause 5(c).

KUMAR RAMA KANT
10-Sep-2025 11:12:02
Jt. GM
OFFPKR

Note:5

please change accordingly.

PANKAJ KUMAR AHIRWAR
10-Sep-2025 16:24:09
WM
OFFPKR

Note:6

In accordance with the directions of the Chief General Manager, the schedule of CA visits has been revised. The earlier provision of two (02) visits per month is hereby amended to twenty (20) visits per year.

RAKESH GOUR
11-Sep-2025 10:27:02
JWM SG (T)
OFFPKR

Note:7

signed.

PANKAJ KUMAR AHIRWAR
11-Sep-2025 15:09:10
WM
OFFPKR

Note:8

यथा प्रस्तावित।

KUMAR RAMA KANT

12-Sep-2025 12:15:50
Jt. GM
OFPKR

Note:9

यथा प्रस्तावित।

AMITAVA SABUI
13-Sep-2025 09:40:15
GM
OFPKR

Note:10

अनुमोदित

HITENDRA SINGH
13-Sep-2025 11:23:51
Executive Director
OFPKR

Note:11

for na pl.

RAKESH KUMAR GOUR
13-Sep-2025 11:44:30
JWM SG (T)
OFPKR

Note:12

for preparation of SHIS

AMIT KUMAR
15-Sep-2025 10:59:07
JWM(T)
OFPKR

Note:13

for na pl.

RAKESH GOUR
16-Sep-2025 09:24:20
JWM SG (T)
OFPKR

Note:14

SHIS NO DIP5890314 DATED 16/09/2025 FORWARDED FOR APPROVAL PLEASE

DEEP KISHORE
16-Sep-2025 10:01:48
JWM(NT)
OFPKR

Note:15

10

Approved

RAKESH SINGH
19-Sep-2025 15:26:43
DGM
OFPKR

Note:16

Recommended

SANGAM KUMAR MISHRA
19-Sep-2025 16:03:17
JWM(T)
OFPKR

Note:17

vetted

RAKESH KUMAR GOUR
20-Sep-2025 10:49:08
JWM SG (T)
OFPKR

Note:18

forwarded for necessary action please

DEEP KISHORE
21-Sep-2025 14:57:26
JWM(NT)
OFPKR

Undertaking for Custom Bid/BoQ Creation on GeM

(to be filled by the HoD)

File number DRP5880362

Date: 05/09/2024

Subject: **Undertaking for Creation of Custom Bid/BoQ for Goods/Services required on GeM**

1. Goods/Services Required (Please specify the exact goods/services required): **Hiring of services of Chartered Accountant**

2. Search String Used in the GeM Availability Report & Past Transaction Summary (Please state the exact search string used to find suitable categories): **1. Chartered Accountant 2. Hiring of services of Chartered Accountant 3. C A FIRM 4. ACCOUNTANT**

3. GARPTS ID (mention GeM Availability Report ID): **GEM/GARPTS/08092025/1HEH0OPH9DZ7**

4. Categories to which notification was sent

Category 1: (Category name) **SERVICE**

Category 2: (Category name)

Category 3: (Category name)

5. Undertaking:

I understand that the creation of a custom bid/BoQ is an exceptional process and should only be used when existing categories on GeM are not suitable for the required goods/services

I (Your Name) undertake the following

I have conducted a thorough search using the search string mentioned above and determined that existing categories are not appropriate for the required goods/services.

I have provided an accurate and detailed description of the required goods/services in Section 1.

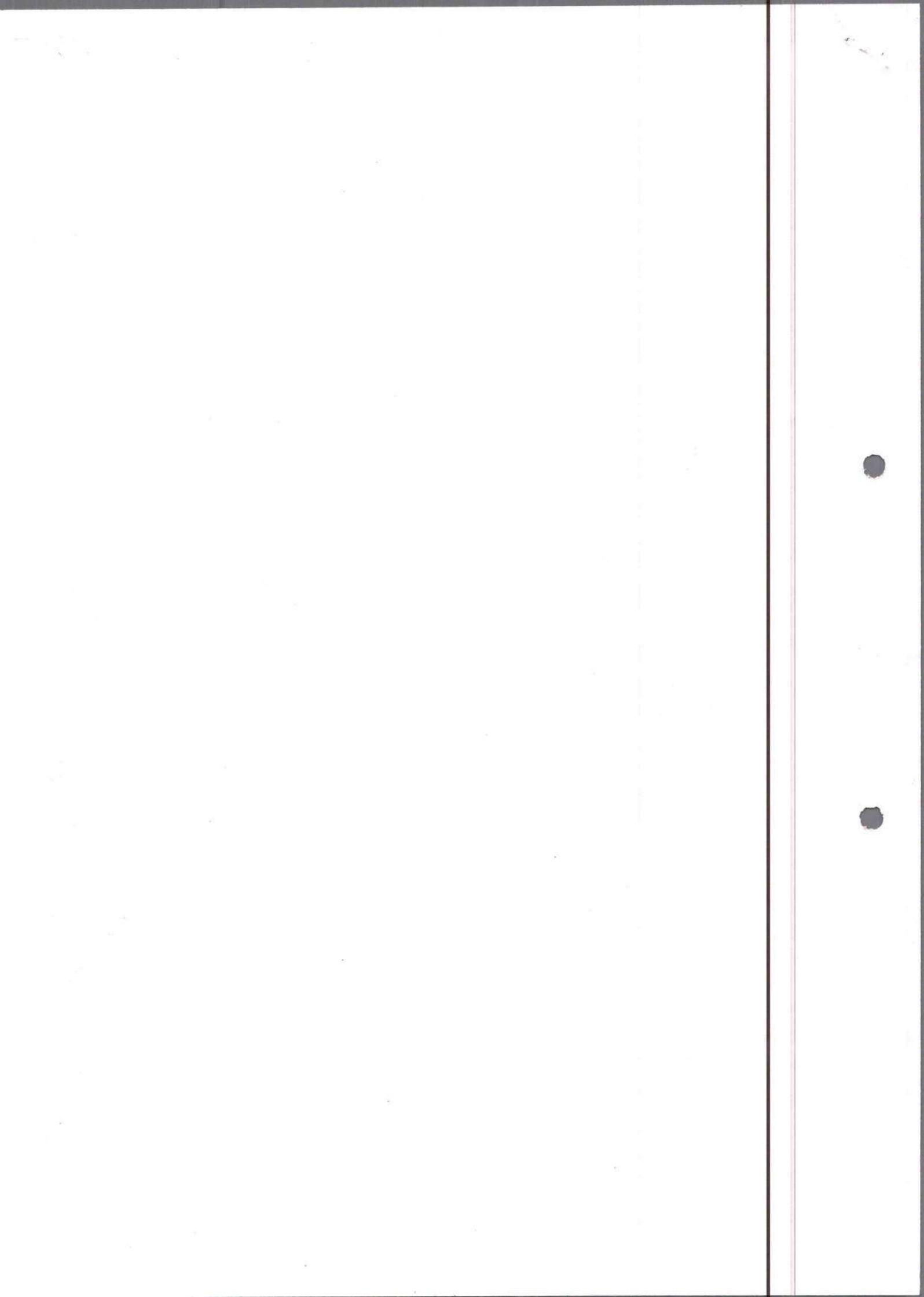
I have selected the most relevant categories for notification in Section 4.

I am fully prepared to justify the need for a custom bid/BoQ to GeM upon request.

Signature

(Your Name)

(Designation, Organization, Department State)





Report ID: GEM/GARPTS/08092025/1HEH0OPH9DZ7

Report Name: CHARTERED ACCOUNTANT

Generated By: Sangam Kumar Mishra , Department of Defence Production , Ministry of Defence

Generated On: 08/09/2025

Valid till: 08/10/2025

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: CHARTERED ACCOUNTANT SERVICE

Search type: Service

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 642899.0

Category Name	Order Count			Order Value (in Lakhs)		
	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Hiring of Chartered Aircrafts	0	0	10	0	0	31,614
Internet Connectivity	9	1	4	27	30	44
Manpower Hiring for Financial Services	0	27	260	0	225	4,602
Non IT Professional Service (version 2)	1,130	7	97	1,151	246	4,887
Mechanized Laundry Service for Railways (BOOT Model)	0	0	0	0	0	0
Hiring of Helicopter Service	0	2	5	0	4,945	7,430

Category Name	Order Count			Order Value (in Lakhs)		
	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Plantation Service	0	22	250	0	676	3,798
Examination Service	0	7	86	0	1,220	35,096
Streaming Service	0	0	0	0	0	0
Alarm Service	0	3	5	0	3	16

आयुध निर्माणी परियोजना कोरवा
स्रोत अनुमोदन स्तर-I का कार्यवृत्त (दिनांक:-...D.2/10/2025 को सम्पन्न)

For Hiring of Chartered Accountant Firm (CA) firm to assist in accounting, income tax, and GST and company Act 2013 compliance as per scope of work Ref. No. OFPKR/CA/SOW/2025-26/01-04 dated- 01/09/2025 (P/no.6-9) and Annexure "A" No. OFPKR/CA/GeM/25-26 dated- 08/09/2025 (P/no.15) for 1 year.

A. स्रोत अनुमोदन समिति के सदस्य: -

क्र.सं.	नाम	पद	सदस्य
1	Shri Hitendra Singh	Chief General Manager	Chairman/TPC-I
2	Shri Amitava Sabui	General Manager	Member/QC & MM
3	Shri Pankaj K Ahirwar	WM/F&A	Member/F&A & User
4	Shri Arvind Kumar	Jt.GM/AK	Member/Secretary

Prepared By- C. P. Maurya, JWM/MM

B. Brief of the case: -

1)	Item Code	9405580017
2)	User section	Finance and Account
3)	Noting Approval No.	OFPKR/F&A/GeM/24-25 dated:08/09/2025
4)	PR No. and Date	DRP5880362 dated: 05/09/2025
5)	SHIS No. and Date	DIP5890314 dated: 16/09/2025
6)	Type of Tender	GeM (OTE)
7)	Code Head	810/16
8)	Estimated Budget in Code Head	₹ 642899/- (Approximate)
9)	Value of Running contract in Code Head	₹ 803623/- (Approximate)
10)	Quantity	01 whole job
11)	Contract Period	1 Year
12)	Inspection	Chief General Manager and their authorized representative(s)
13)	Estimated Value	1) ₹ 642899.00 (As per PR no. DRP5880362 P/no.6) 2) ₹ 803623.00 (with 25% option clause)
14)	Case Under Process	GEMC-511687779393751 dated- 29/01/2025 Value-₹ 642899.00 Period-05/02/2025 to 04/02/2025

A. TPC- I discussions and Deliberations: -

- The user section has provided the GeM availability report with report ID-GEM/GARPTS/08092025/1HEH00PH9DZ7 (P/no.- 1). Since above said services are not available on GeM portal, hence the above bid will be floated by MM section through custom bid as per GeM NAC provided by user section.
- The Evaluation criterion is provided by user section in attached Annexure "A" (P/No.15) which will be uploaded on GeM portal for evaluation.

Sl.	Document Type	Document Name	Remarks
1	Bid Security: -		Compulsory to submit either of the three (1a, 1b & 1c) else offer shall be rejected.
1a	EMD	EMD	
1b	MSME/Start-up Registration Certificate	MSME/Start-up Registration Certificate	
1c	Bid Security Declaration ,	Bid Security Declaration, OR bidder are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of	

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		the store for which they are registered. EMD is also not required from Central PSUs. (For availing exemption, the bidder shall upload valid documentary evidence along with the submission of bid only at procurement portal)	
2	Valid Proof of Firm's Registered Office	For operational convenience it shall be mandatory that firm shall have its registered office in one of the following Distt. 1) Amethi (U.P.), 2) Sultanpur (U.P.), 3) Pratapgarh (U.P.), 4) Raebareli (U.P.), 5) Barabanki (U.P.), 6) Ayodhya/Faizabad 7) Lucknow 8) Kanpur 9) Ailahabad 10) Unnao (Note: Rental agreement /any govt. issued document mentioning location of registered office of the firm shall only be considered for evaluation of their offer in this criterion.)	Compulsory: else offer shall be rejected.
3	Proof of Experience	Signed and sealed copy of the Proof of Experience of min. 05 years in preparing cost record of companies registered under companies act 2013, to be submitted	Compulsory: else offer shall be rejected.
4	Financial statement (Balance sheet and Profit & loss statement) of last 03 financial years (02 year for newly incorporated firms).	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.	Compulsory: else offer shall be rejected. Note :- if firm is exempted from maintaining Book of Account / balance sheet then firm will submit the certificate from the Chartered Accountant / Cost Accountant for exemption with mentioning the relevant rule/ exemption criteria /references. Along with the exemption certificate firms must submit the following certificate :- (i) Turnover certificate / Net-worth certificate.
5	Declaration of Non-blacklisting	Self-declaration / Notarized Date of issue must be between Bid floating & Bid opening date.	Compulsory: else offer shall be rejected.
6	Turn Over	Turnover of last 03 financial years dully audited/issued by the registered chartered accountant	Exempted for Start-ups & MSEs of relevant category.
7	Additional Bid Specific Terms and Conditions (ATC) Compliance Statement	Duly signed and sealed copy of the document	Compulsory: else offer shall be rejected.
8	Scope Of Work scope of work No. OFPKR/CA/	Duly signed and sealed copy	Compulsory: else offer shall be rejected.

	SOW/2025-26/01-04 dated- 01/09/2025 & annexure 'A'		
9	Registration Certificate	signed and sealed copy of the Registration Certificate to be submitted.	Compulsory: else offer shall be rejected.
10	Details of accountant as per scope of work	Documentary evidence of educational qualification, experience certificate etc. of accountant to be submitted.	Compulsory: else offer shall be rejected.

3.0 EMD amount : Applicable @2% of Est. value- EMD Exemptions to the bidders will be to the categories mentioned as below (Vide Clause No. 5.3 a) AWEIL PM -2022: Bidders which are Micro and Small Enterprises (MSEs) having UAM number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. (For availing exemption, the bidder shall upload valid documentary evidence along with the submission of bid only at procurement portal) As per AWEIL Procurement manual 2022 clause no 5.3 for asking bid security declaration in place of EMD in the tenders, accordingly the provisions of EMD/Bid security have been incorporated in the attached buyer added ATC.

4.0 TPC-I deliberated that as per AWEIL PM 2022 clause No. 5.4 (a) i.e. to ensure due performance of the contract, Performance Security Deposit shall be obtained from the successful bidder awarded the contract. Performance Security Deposit shall be obtained from every successful bidder irrespective of his registration status etc. PSD is however, not necessary for contracts valuing up to Rs. 10 lakhs but mandatory cases valuing above Rs. 10 lakhs.

5.0 TPC-I also deliberated that as per GeM's IFA workflow module (quoted below) IFA concurrence is not required for DPSUs on gem portal .

" IFA module is integrated part of the Buyer process .It is exclusive for Ministry of Defence Buyer who have CGDA payment method (not for DPSUs.)"

6.0 TPC-I deliberated the case & decided to initiate bidding through GeM portal (Custom bid) in two bid system with details as under: -

1	Bid Duration	10 days
2	Bid Offer Validity (From End Date)	180
3	Type of Bid	Two Packet
4	Do you want to take this Bid to RA post technical evaluation?	No
5	Select Evaluation Method	Total Value wise evaluation
6	Time to be allowed to the Seller for Technical Clarifications during technical evaluation	02 days
7	Do you want to display bid estimated value in bid document?	No
8	MII Compliance-Is this Procurement subject to Public Procurement (Preference to MII) Order 2017.	Yes

Convo

9	Do you want to avail ITC based evaluation for bid item(s)?	No	
10	Average Annual Turnover (for 3 years) (In Lakhs)	2 Lakh	
11	Set Minimum Price for this bid	No	
12	Experience of Similar Services	Yes	
13	Years of Past Experience Required for Same/ Similar Product/Service	5 years	
14	Document required from seller	Yes	
15	Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
16	Do you want to give exemption to verified MSE?	Yes (Turn Over)	
17	Do you want to give exemption to verified start-up's?	Yes (Turn Over)	
18	Do you want to restrict participation to CPSE seller only?	No	
19	Excel Upload Required	No	
20	Whether Financial Document indicating price break up Required.	No	
21	Least Cost Method Based Evaluation Required?	No	
22	Is Pre-Bid Interaction required?	No	
23	Contract Duration	1 Year	
24	Option clause	25%	
25	Quality and Cost Based Selection (QCBS) Required?	No	
26	Is IFA- Concurrence required	No	
27	EMD/Bid Security Deceleration	2% of Est. value	
28	PSD	NA	
29	Splitting Required	No	
30	Do you want to provide Purchase Preference to MSE OEMs	Yes	
31	MSE Preference clause	Applicable for this bid & to be incorporated in the bid	
32	Minimum number of bids required to disable automatic bid extension	03	
33	Number of days for which bid would be auto extended	07	
34	Number of auto extension as per GeM	01	
35	Do you want to show documents uploaded by bidders to all bidders participated in bid	No, (not to be seen to other vendors)	
36	Detailed Additional bid specific Terms & conditions/ATC with documents checklist (for reference purpose to bidders only) and evaluation criteria (P/no.19-36) and scope of work		

No. OFPR/C/A/SOW/2025-26/01-04 dated- 01/09/2025 & annexure 'A' are to be uploaded with bid on GeM portal.	
Run L-1 option shall be executed (available on GeM portal) if more than 1 firms are found to be L-1 in this case.	37

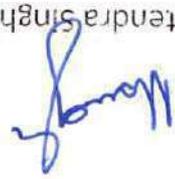
Pankaj K Ahirwar
 WM/F&A
 Member/F&A & User



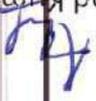
Amitava Sabui
 General Manager
 Member/ QC & MM

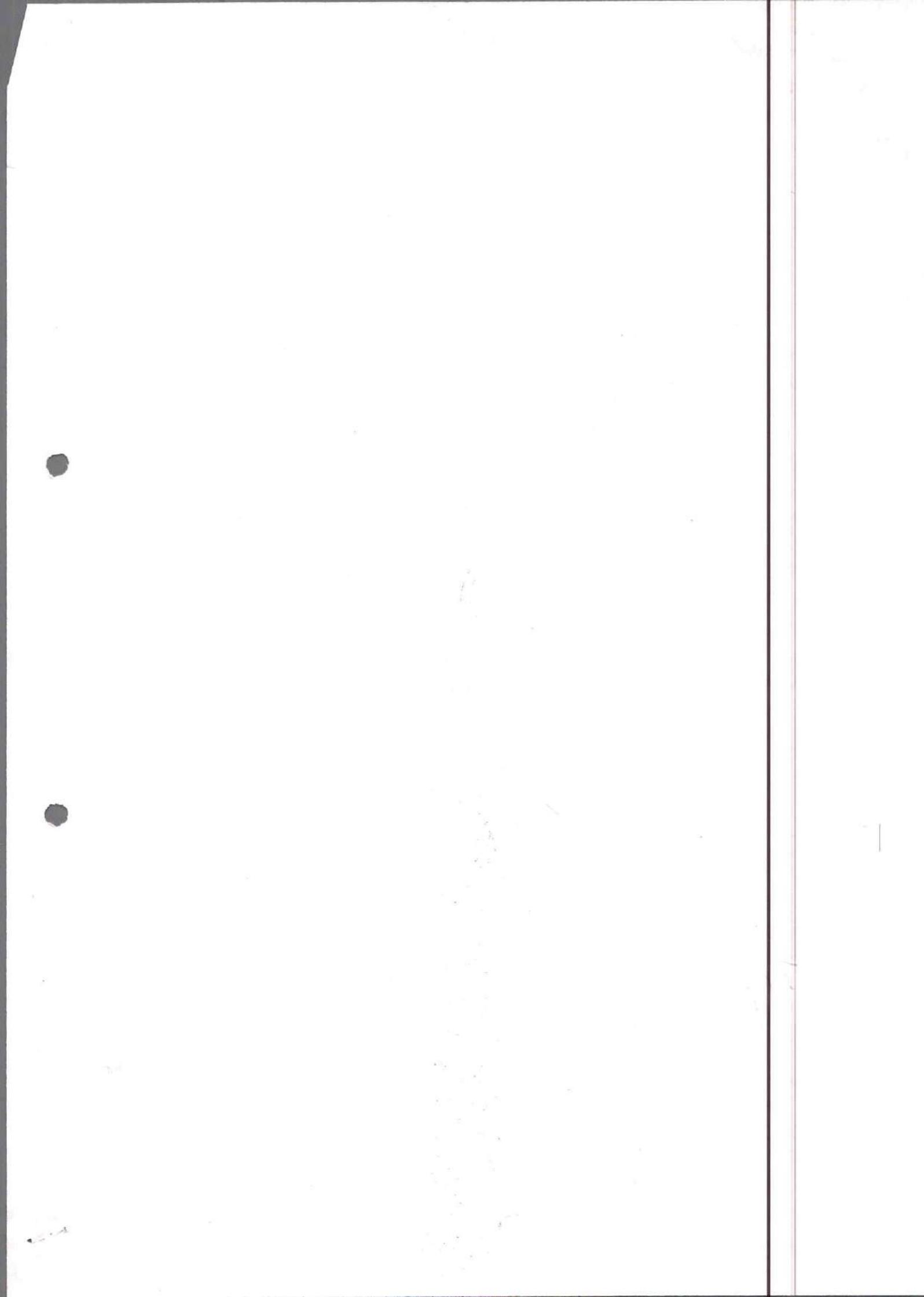


(Hitendra Singh)
 Chief General Manager
 Chairman/TPC-I



Arvind Kumar
 Jt.GM/AK
 Member/Secretary





Annexure "A"

No: OFPKR/CA/GeM/25-26

Date: 08/09/2025

- a. The Firm must comply and submit sealed signed copy of scope of work.
- b. The Firm shall submit registration certificate of the firm along with technical bid.
- c. The Firm shall have minimum 05 years of experience of managing books of accounts of companies registered under companies act 2013, sealed signed documents must be attached with technical bid as a proof.
- d. Firm shall have to submit details of accountant as per scope of work along with technical bid. It includes documentary evidence of educational qualification, experience certificate etc.
- e. **Valid Proof of Firm's registered office:** For operational convenience it shall be mandatory that firm shall have its registered office in one of the following Distt. 1) Amethi (U.P.), 2) Sultanpur (U.P.), 3) Pratapgarh (U.P.), 4) Raebareli (U.P.), 5) Barabanki (U.P.), 6) Ayodhya/Faizabad 7) Lucknow 8) Kanpur (U.P). 9) Allahabad 10) Unnao (Note: Rental agreement /any govt. issued document mentioning location of registered office of the firm shall only be considered for evaluation of their offer in this criterion.
- f. **Declaration letter of Non –Blacklisting in the below format:**

"That our firm is not blacklisted by any central/ state/public sector undertaking during last 03 years and confirming that neither contractor/partner in the firm has been prosecuted /convicted for any criminal offence or any matter/case is pending for investigation/trial before any civil authority or in court of law."
- g. **Bid Security Acceptance**

Bidder is agreeing that he has unconditionally accepted that if this bid is modified/withdrawn by him during the validity period (original or extended), business dealing may get suspended as per extent rules and provisions laid down by OFPKR(AWEIL).

DO/F&A

HOS/F&A

GO/F&A

CO/F&A

Scope of Work

Introduction:

A Chartered Accountant firm/company/contractor is to be hired to assist Ordnance Factory Project Korwa (OFPKR) in compliances against provisions of Companies Act 2013, Income Tax Act and Goods & Services Act.

The vendor should have at least one chartered accountant under its Payroll on full time basis. This chartered accountant (CA) shall be liable to assist OFPKR in its compliances against Companies Act 2013, Income Tax Act and Goods & Services Act through one full time accountant deputed at OFPKR. This CA need not be present on full time basis in OFPKR However; CA shall undertake visits to OFPKR for a total of 20 days in year to ensure monitoring of OFPKR against above said acts. These visits may be conducted in parts, as deemed necessary. OFPKR shall notify the CA in advance to arrange and facilitate these visits.

Quantity = 01 Whole Job

Work Description: The vendor shall ensure to comply with the major work appended below.

1. **Financial and Accounts Review:-** The financial and accounts review of OFPKR shall be done on monthly basis and shall include the following tasks:-

- a. Audit of financial transaction – sales, purchase, receipts & journal vouchers including bill passing (100% checking for each item of Rs.02 lakhs and above and for balance commensurate sampling at least 30% based on test check)
- b. Review of levy of LD/retention
- c. Checking of ledgers of Sundry Debtors and Sundry Creditors
- d. Accounting for fixed assets, depreciation, capital work in progress
- e. General accounting review
- f. Review of Bank Guarantees/LCs
- g. Compliance to GAAP and availability of audit trail
- h. Accounting of Debit/Credit Notes
- i. General Ledger review
- j. Review of internal control/check systems
- k. Review of Govt. Audit Paras
- l. Review of Statutory Auditor's comments and its compliances
- m. Training to staff of OFPKR on data entry and report generation in Tally Prime Accounting Software.

2. **Annual Financial Statement Closing Process:** This includes undertaking following tasks: -

- a. All required physical and financial reconciliation
- b. Debtors/Creditors/Bank Balance confirmation
- c. Compliance to requirement of CARO
- d. General Ledger review
- e. Compliance to GAAP & statutory guidelines
- f. Compliance to all applicable accounting standards and drafting of disclosures required under various standards
- g. Drafting of accounting policies and notes to accounts
- h. **Timely** Finalization of Balance Sheet, Profit and loss trading account and other financial statements as per provisions of Companies Act, 2013 and as per the directives issued by the AWEL HQ.

3. Statutory Compliances - Goods & Service Tax

- a. Defining of HSN Codes for various goods sold/services provided by the organization
- b. Defining GST rates for the goods/services
- c. Assistance in creation of format of invoice which should comply with all the rules and regulations of GST
- d. Analyzing and guiding the applicability of GST on various transactions which are in the nature of outward supply on which factory is liable to pay GST.
- e. Assisting the factory on generation of e-invoice, e-way bill and compliance of other statutory requirements relating to sales and outward supplies.
- f. Preparation of monthly sales data & purchase data received from various sections and preparation in the format in which it is required to be sent to the Corporate Headquarters for filing of GSTR-1 & GSTR 3B
- g. Preparation of monthly purchases and other Invoices of inward supplies received from various sections.
- h. Classification of invoices on which Input Tax Credit is not eligible as per the provisions of Section 17(5) of CGST Act, 2017 and Rule 42 & 43 of CGST Rules, 2017.
- i. Verification of all purchase invoices from GSTR-2A/2B and submission of report to factory on which credit cannot be claimed due to non availability of invoice in GSTR-2A/2B so that appropriate action can be taken against the suppliers.
- j. Calculation of GST payable after adjustment of credit, preparation of GST challan and submitting the same for depositing within due date.
- k. Preparation of all reports to be submitted to Corporate Headquarters for filing of various GST returns which are required to be filed at HQ level.
- l. Tracking of goods sent on approval and goods sent for job order and reporting the same to factory and HQ for filing of ITC-04 return
- m. Compilation of payments on which GST TDS is deducted and preparation of GST TDS challan for payment.
- n. Filing of GSTR-7 (GST TDS) return on monthly basis.
- o. Filing of GSTR-1 and GSTR-3B and GSTR - 7 of old GSTIN of OFPKR till the time the old registration is continued.
- p. Filing of GSTR-9 of old GSTIN of OFPKR.
- q. Filing of form ITC-02 for transfer of unutilized credit of OFPKR to GSTIN of AWEIL.
- r. Assistance/Representation in audit, if any conducted by GST officers or auditors appointed by C&AG.
- s. Preparation of following ledgers for GST compliance: -
 - i. Electronic CGST Register
 - ii. Electronic SGST Register
 - iii. Electronic IGST Register
- t. Preparation of Monthly Pending Credit Ledger.
- u. Reconciliation of Tax Credits from GST Portal and Records maintained by factory.
- v. Preparation of Monthly Credit Mismatch report.
- w. Reconciliation of GST Credit Report with GST Portal.
- x. Guiding in Reconciliation of generated e-Way bill from GST Portal.
- y. Guidance on Reconciliation of generated e-Way Bill Accepted and Rejected as compared to Purchase from GSTN portal.
- z. Reconciliation of Electronic Cash Ledger from Portal and Records of factory.
- aa. Reconciliation of Electronic Credit Ledger from GSTN Portal and Organization records.
- bb. Preparation of list of Vendors defaulting in compliance under GST
- cc. Preparation of report of pending Tax Credit due to default from Supplier
- dd. Guidance relating to Issuance of Credit and Debit Note
- ee. Filing of Credit and Debit Note in GSTR-1 & GSTR-2
- ff. Reversal of Input Tax Credit in case of receiving of Credit Note

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- gg. Credit and Debit Note Reconciliation from GSTN Portal
 - hh. Compliance relating to Job Work and its Filing
 - ii. Guiding factory for changes in GST law from time to time
 - jj. Generating e-invoice of sales and e-way bill.
 - kk. Preparing the Inward and outward file and reconcile with the hard copy of Invoices before sending the data to Head quarter.

4. Statutory Compliances - Income Tax

- a. Timely Data entry and e-filing of quarterly e-TDS/e-TCS returns in Form 24Q (TDS on employees), Form 26Q (TDS on Contractors), Form 27Q (TDS on non residents) and Form 27EQ (TCS return)
- b. Timely Preparing and filing of correction return in case of default notices is issued by Income Tax Department.
- c. Timely Generation of Form 16 for employees in digital format.
- d. Timely Generation of Form 16A for contractors and non residents in digital format.
- e. Timely Generation of Form 27B for TCS.
- f. Guiding the employees of factory on regular basis for applicability of various provisions of TDS.
- g. Informing factory regarding changes in TDS laws from time to time and framing of procedures for compliance of same.
- h. Furnishing of filed copies of all e-TDS/e-TCS statements to factory in digital format and submission of copy of acknowledgement and Form 27A in hard copy.
- i. Preparation of replies to be submitted to Income Tax Departments in case any query or notice is received from them.
- j. Firm has to provide income tax calculation sheet as and when required.

5. Terms & Conditions: the firm shall comply with following terms and conditions during the period of contract

- a. Accountant deputation at OFPKR:
 - i. Firm shall provide an accountant to report at OFPKR on all working days from 9 am to 5 pm to prepare books of accounts of OFPKR. The accountant shall be allowed to avail 01 full day leave per month without attracting any penalty clause.
 - ii. The minimum qualification of accountant shall be CA (intermediate)
 - iii. The accountant shall have expertise in Tally software.
 - iv. The accountant shall have minimum 5 years' experience in managing books of accounts of companies under Companies Act 2013.
 - v. OFPKR shall conduct a test to examine the suitability of the accountants to be deputed to OFPKR. All the candidates appearing in the test shall have to submit documents as enumerated vide point no (ii), (iii) & (iv). OFPKR shall not provide any reason whatsoever for disqualification of Accountant. Firm shall ensure to provide alternate accountant within one week of notice from OFPKR.
 - vi. The accountant shall have adequate knowledge of GST act, IT act and Companies Act 2013.
- b. The vendor/Firm shall have minimum 05 years of experience of managing books of accounts of companies registered under company's act 2013
- c. In addition to the daily visits of accountant above, one Chartered Accountant (CA) CA shall undertake visits to OFPKR for a total of 20 days in year to ensure monitoring of OFPKR against above said acts. These visits may be conducted in parts, as deemed necessary. OFPKR shall notify the CA in advance to arrange and facilitate these visits.
- d. In case of physical meeting conducted at AWEIL HQ, the firm shall depute CA and accountant to attend meeting at AWEIL HQ Kanpur. The firm shall be paid for the visit of CA and accountant as per details mentioned in payment clause.

6. Penalty clause:

- (a) In case the Chartered Accountant (CA) fails to conduct the required physical visit to OFPKR, a penalty of Rs. 5,000/- per day shall be deducted from the contractor's bill for that month.

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(b) In case of absenteeism of the accountant beyond permissible 01 day per month, penalty amount Rs. 1000/- per day of absenteeism, shall be deducted from the contractor's bill for that month.

(c) In case of repeated failures on account of the contractor, OFPKR shall have full rights to terminate the contract at any stage.

(d) In case IT and GST departments imposes any penalty on OFPKR due to noncompliance of the provisions of the IT and GST Act, same shall be deducted from the bill of the firm.

7. **Payment Clause-**

(i) Firm shall be paid on monthly basis based on submission of invoice and other requisite documents by the firm.

(ii) In case of physical meeting conducted at AWEIL HQ firm shall be paid as below:

Transport allowance: Lump sum amount Rs. 2000/- per visit

DA and accommodation: Rs. 1500/- per day will be paid to firm.

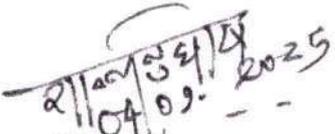
8. **Statutory Conditions:**

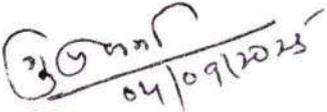
i. The contractor shall abide by and comply with the provisions of all the Acts and Rules by Central/State Government as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:

- a) Contract Labour (Regulation and Abolition) Act, 1970
- b) Contract Labour (Regulation and Abolition) Central Rules, 1971
- c) Payment of Wages Act, 1936, Payment of Wages (Amendment) Act, 2005
- d) Minimum Wages Act, 1948
- e) Minimum Wages (Central) Rules, 1950
- f) Workmen's Compensation Act, 1923
- g) The EPF and Miscellaneous Provisions Act, 1952
- h) Employees State Insurance Act, 1948
- i) Industrial Disputes Act, 1947
- j) Industrial Disputes (Central) Rules, 1957
- k) The Child Labour (Prohibition and Regulation) Act, 1986
- l) Equal Remuneration Act, 1976
- m) Payment of Bonus Act, 1965, Payment of Bonus (Amendment) Act, 2015
- n) Ordnance Factory Board Procurement Manual - 2018 (OFBPM-2018) and its amendments.
- o) Any other statutory rules applicable in the said contract.

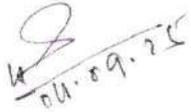
ii. The contractor shall keep up to date records required to be maintained to comply with the provisions of all the Acts and Rules by Central/State Govt. as applicable from time to time in respect of the contracted work and all Staff employed by him at his own cost and risk. Chief General Manager /OFPKR or his authorized representative shall be entitled to inspect these records at any time.

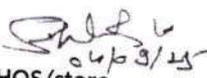

DO/F&A


DC/Estt.


DO/Store


HOS/F&A


HOS/Estt.


HOS/store

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Ordinance Factory Project Korwa (A unit of AWEIL)
Additional Bid Specific Terms and Conditions (ATC)
(For CA only)

ATC Compliance Sheet

This document to be read in conjunction with attached ATC. Please read this documents carefully & submit the sealed & signed copy of "ATC compliance sheet".

Para No./Clause No.	General Terms	Compliance (Yes/No)	If not complied, please specify deviations
1.	General Terms		
2.	Modifications		
3.	Consignee details		
4.	GST and other duties		
5.	EMD and PSD Performance Security Deposit (PSD)		
6.	Exemption/Preference to MSME/MII/Startup		
7.	Penalty for use of undue influence		
8.	Sanctions for Violation		
9.	Agents/ Agency Commission		
10.	Access to books of accounts		
11.	Transfer and Sub-letting with the permission of the Buyer		
12.	Cartel Formation		
13.	Non-disclosure of Contract documents		
14.	Risk Purchase		
15.	Force Majeure		
16.	Appropriation		
17.	Indemnity against Patent rights		
18.	Fall Clause		
19.	Exit Criteria		
20.	Classified/Confidentiality		
21.	Statutory Compliances		
22.	EPF and ESIC		
23.	Payment Terms:		
24.	Service Delivery Period		
25.	Service Delivery Address (FOR)		
26.	Wage Payments to the Workmen		
27.	PENALTY (with applicable GST)		
28.	Safety & Security Compliance		
29.	Discipline Compliance		
30.	Other Terms and conditions		

Note: This T.E. document to be downloaded duly sealed and signed copy of "ATC compliance sheet" and this "ATC compliance sheet" to be uploaded with technical bid. The bid without duly sealed and signed of "ATC compliance sheet" will be rejected.

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Ordnance Factory Project Korwa (A unit of AWEIL)
Additional Bid Specific Terms and Conditions (ATC)
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ATC Compliance Sheet

This document to be read in conjunction with attached ATC. Please read this documents carefully & submit the sealed & signed copy of "ATC compliance sheet".

31.	Option/Repeated Order Clause			
32.	Termination of Contract and Debarring/Blacklisting Action			
33.	Termination of Contract for			
34.	Arbitration Clause			

Note: This T.E. document to be downloaded duly sealed and signed copy of "ATC compliance sheet" and this "ATC compliance sheet" to be uploaded with technical bid. The bid without duly sealed and signed of "ATC compliance sheet" will be rejected.

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Documents checklist :-

Sl.	Document Type	Document Name	Remarks
1	Bid Security: -		Compulsory to submit either of the three (1a, 1b & 1c) else offer shall be rejected.
1a	EMD	EMD	
1b	MSME/Start-up Registration Certificate	MSME/Start-up Registration Certificate	
1c	Bid Security Declaration ,	Bid Security Declaration, OR bidder are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. (For availing exemption, the bidder shall upload valid documentary evidence along with the submission of bid only at procurement portal)	
2	Valid Proof of Firm's Registered Office	For operational convenience it shall be mandatory that firm shall have its registered office in one of the following Distt. 1) Amethi (U.P.), 2) Sultanpur (U.P.), 3) Pratapgarh (U.P.), 4) Raebareli (U.P.), 5) Barabanki (U.P.), 6) Ayodhya/Faizabad (U.P.)7) Lucknow(U.P.) 8) Kanpur(U.P.) 9) Allahabad (U.P.)10) Unnao (U.P.) (Note: Rental agreement /any govt. issued document mentioning location of registered office of the firm shall only be considered for evaluation of their offer in this criterion.)	Compulsory: else offer shall be rejected.
3	Proof of Experience	signed and sealed copy of the Proof of Experience of min. 05 years in preparing cost record of companies registered under companies act 2013, to be submitted.	Compulsory: else offer shall be rejected.
4	Financial statement (Balance sheet and Profit & loss statement) of last 03 financial years (02 year for newly incorporated firms).	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence	Compulsory: else offer shall be rejected. Note :- if firm is exempted from maintaining Book of Account / balance sheet then firm will submit the

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		in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.	certificate from the Chartered Accountant / Cost Accountant for exemption with mentioning the relevant rule/ exemption criteria /references. Along with the exemption certificate firms must submit the following certificate - (i) Turnover certificate / Net-worth certificate.
5	Declaration of Non-blacklisting	Self-declaration / Notarized Date of issue must be between Bid floating & Bid opening date.	Compulsory: else offer shall be rejected.
6	Turn Over	Turnover of last 03 financial years dully audited/issued by the registered chartered accountant	Exempted for Start-ups & MSEs of relevant category.
7	Additional Bid Specific Terms and Conditions (ATC) Compliance Statement	Duly signed and sealed copy of the document	Compulsory: else offer shall be rejected.
8	Scope Of Work scope of work No. OFPKR/CA/SOW/2025-26/1-4 dated-01/09/2025 & annexure 'A'	Duly signed and sealed copy	Compulsory: else offer shall be rejected.
9	Registration Certificate	signed and sealed copy of the Registration Certificate to be submitted.	Compulsory: else offer shall be rejected.
10	Details of accountant as per scope of work	Documentary evidence of educational qualification, experience certificate etc. of accountant to be submitted.	Compulsory: else offer shall be rejected.

Evaluation Criteria

Firm must comply following evaluation criteria and attach scanned documents (duly signed & stamped) in support along during tender submission (at GeM portal only), failing which their offer will be rejected summarily. Factory management reserves the right to take decision in this regard:

S.N.	Document type	Details
1.	Valid Proof of Firm's registered office	For operational convenience it shall be mandatory that firm shall have its registered office in one of the following Distt. 1) Amethi (U.P.), 2) Sultanpur (U.P.), 3) Pratapgarh (U.P.), 4) Raebareli (U.P.), 5) Barabanki (U.P.), 6) Ayodhya/Faizabad (U.P.)7) Lucknow (U.P.)8) Kanpur (U.P.)9) Allahabad (U.P.)10) Unnao (U.P.) (Note: Rental agreement /any govt. issued document mentioning location of registered office of the firm shall only be considered for evaluation of their offer in this criterion.)
2.	Proof of Experience:	Signed and sealed copy of the Proof of Experience of min. 05 years in preparing cost record of companies registered under companies act 2013, to be submitted.
3.	Proof of Average Annual Financial Turnovers:	The average annual turnover during last 03 financial years shall be at least 30% of the estimated cost. Bidder shall submit copy of the balance sheets dully audited/issued by the registered chartered accountant for last 03 years along with technical bid. Note: Firms registered in relevant category of Start-up/MSME are exempted. Firm shall attach all the valid documents for exemption.)
4.	Financial statement (Balance sheet and Profit & loss statement)	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5.	Declaration letter of non-Blacklisting in the below format:	"That our firm is not blacklisted by any central/ state/public sector undertaking during last 03 years and confirming that neither contractor/partner in the firm has been prosecuted /convicted for any criminal offence or any matter/case is pending for investigation/trial before any civil authority or in court of law."
6.	ATC Compliance Sheet	ATC Compliance Sheet to be downloaded and duly sealed and signed copy of ATC Compliance Sheet to be uploaded along with the technical bid. The bid without duly sealed and signed copy of ATC Compliance Sheet will be rejected. If, any non compliance as mentioned in ATC Compliance Sheet to be mentioned against respective clauses.
7.	Bid Security	Firm has to submit either of the three; else offer shall be rejected <ol style="list-style-type: none"> 1. EMD in the form of BG/FDR/DD/E-transfer/Cheque 2. MSME/Start-up Registration Certificate 3. Bid Security Declaration 4. Bidder are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. (For availing exemption, the bidder shall upload valid documentary evidence along with the submission of bid only at procurement portal)
8.	Scope Of Work scope of	Duly signed and sealed copy.

3)

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	work No. OFPKR/CA/SOW/2025- 26/1-4 dated- 01/09/2025 & annexure 'A '	
9.	Registration Certificate	signed and sealed copy of the Registration Certificate to be submitted.
10.	Details of accountant as per scope of work	Documentary evidence of educational qualification, experience certificate etc. of accountant to be submitted.

**ORDNANCE FACTORY PROJECT KORWA (A UNIT OF AWEIL)
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Para No./Clause No.	General Terms	Details
1.	General Terms	<p>a) The bidder has to check carefully the documents required wherever mentioned in the tender for technical evaluation of their offer while submitting the bid through GeM portal only. It will be of the sole discretion of the purchaser to reject offer/ask/not to ask any clarification at any stage of the tender from the participating firm. No representation/objection at any time will be entertained in this regard.</p> <p>b) The participating firm shall abide with all the terms and conditions of Scope of Work/Technical specification and this additional Terms and conditions of the tender. Any deviation will lead to disqualification of the offer.</p> <p>c) The bidder shall carefully check the scope of work/specification/drawings and shall satisfy himself of the suitability of the items being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the items offered. The offer should confirm to technical specifications and general conditions of the contract. For the same the bidder shall explicitly mention about non-acceptance of any terms and condition of the tender enquiry, if nothing is mentioned, it shall be presumed that participating firm has accepted all the terms and conditions. In addition, buyer seems more clarification w.r.t. specification and other terms of contract, has sole discretion to ask relevant documents /details / compliances through the clarification. If bidders have failed to submit the response of asking details with in stipulated time then buyer has sole discretion to reject the offer of bidders out rightly.</p> <p>d) Tender Documents are not transferable. Purchaser reserves to right to cancel the Tender without assigning any reason.</p> <p>e) Firm is agreeing that they are not supplying this item/service to other ordnance factories at rates unreasonably lower than the rate quoted against this Tender Enquiry.</p> <p>f) Firm is agreeing that contract can be cancelled unilaterally by the buyer in case items/services are not received within the contract delivery period. Extension of delivery period will be at the sole discretion of the buyer with applicability of L.D. Clause.</p> <p>g) The tendered quantity/duration is liable to be revised downward as per extent provisions on GeM. The firm has explicitly agreed to supply reduced/part quantity/duration, at the same rate and other terms & conditions as quoted.</p> <p>h) Conditional offers, submitted by the firms will be considered unresponsive and will be summarily rejected. Unsolicited letters/canvassing in any form/post tender corrections shall render the offer liable for rejection.</p> <p>i) The bidder is explicitly agreed that he is competent and authorized to submit and/ or to enter in to a legally binding contract with purchaser. To this effect, any person giving a tender shall agree that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.</p>
2.	Modifications	<p>The purchaser reserves the right to issue tender documents, to clarify, amend, modify, supplement, or delete any of the conditions, clauses or Items/Services stated in the documents submitted with invitation to tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form part of the original tender to be revised as required. Changes if any will be uploaded on to the website as corrigendum and it will be the responsibility of the bidder to search such changes/modifications and participate accordingly. The purchaser reserves the right to scale up or down the quantity of the required stores in part or in full for the optional ITEM/SERVICE at its discretion. The ED, Ordnance Factory Project Korwa reserves the right to reject or accept the tender without assigning any reason. In case of any dispute, the decision of the Chief General Manpower, Ordnance Factory Project Korwa will be final and binding on the participants in the tender.</p>
3.	Consignee details	The Chief General Manager, Ordnance Factory Project Korwa, Amethi, UP - 227412.
4.	GST and other duties	<p>a) The rate of GST will be as per govt. rules (amended time to time) and firm shall quote GST amount as per the rules and provision available on GeM portal.</p> <p>b) If supplier fails to make the payment of the GST as charged in the invoice or fails to file the return for the corresponding period of supply made to factory, in case of any of the default, factory shall not make the payment of GST component and also recover the interest and fine levied by the GST authorities, if any, due to default made by the supplier.</p> <p>c) Bills without proper tax invoice will be returned.</p> <p>d) Supplier shall provide copy of GST registration certificate (if applicable) along with first Bill.</p> <p>e) Those who are not registered under GST shall give an affidavit that they are not registered under GST, and they will not charge GST in invoice. However, whenever they get registered under GST due to exceeding turnover during the period of contract, may issue invoice and factory will pay the component of GST.</p>
5.	EMD and PSD Performance Security Deposit (PSD)	<p>A) Earnest Money deposit (EMD)/Bid Security Declaration (Applicable only if bid estimated value is more than Rs 5 Lakh or as per latest guidelines amended from time to time):</p> <p>a) EMD Amount and Bank Details:</p> <p>i) The value of EMD is @ 2% of bid estimated value (or as per applicable rule amended from time to time) in favor of "Chief General Manager, OFPKR (A unit of AWEIL), A/C No.40471293412, IFSCBIN0008069".</p> <p>ii) EMD should be in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque / Bank Guarantee from any of the commercial banks or payment online in</p>

Note: Please read this document carefully & submit the sealed & signed copy of "ATC compliance Sheet",. if any non compliance to be mentioned against respective clauses.

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		<p>an acceptable form. The scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the OFPKR within 5 days of bid opening</p> <p>iii) The EMD should be valid for 45 days beyond the bid validity.</p> <p>b) EMD Exemptions to the bidders will be to the categories mentioned as below (Vide Clause No. 5.3) AWEIL Procurement Manual 2022: Bidders which are Micro and Small Enterprises (MSEs) having UAM number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department (including OFs) or Startups as recognised by Department of Industrial Policy and Promotion (DIPP), irrespective of the store for which they are registered. EMD is also not required from Central PSUs. (For availing exemption, the bidder shall upload valid documentary evidence along with the submission of bid only at procurement portal)</p> <p>c) Vide clause No. 5.3 c) AWEIL PROCUREMENT MANUAL 2022 , In place of EMD and exemption category , Other Bidders shall sign a Bid securing declaration (as per the format attached Annex 'A') accepting that if they withdraw or modify their bids during the period of validity (original or extended) ,or if they are awarded the contract or they fail to sign the contract , or to submit a performance security(if applicable) before the deadline defined in the request for bid document , they will be suspended for the period of time specified as per the laid down procedures in AWEIL PROCUREMENT MANUAL 2022.</p> <p>d) If the bidder fails in submitting EMD Amount or Documentary Evidence for Exemption or Bid Security Declaration as per above para-a), b) & c) along with tender itself, then their offer may get rejected outrightly and will not be considered for further evaluation.</p> <p>B) Performance Security Deposit (PSD) (Applicable only if awarded supply order value is more than 10 lakh or rules amended from time to time):</p> <p>a) Successful contractor will furnish a Performance Security Deposit irrespective of their registration status with Ordnance Factories/DGS&D/NSIC as security for satisfactory execution and completion of work in accordance with the provision of the contract/work order.</p> <p>b) Performance Security Deposit @ 5% of the value of the contract in favor of "Chief General Manager, OFPKR (A unit of AWEIL), A/CNo.40471293412, IFSCBIN0008069" in the form of FDR/TDR of any commercial Bank /Bank Guarantee within 30 days from the date of supply order must be submitted to The Chief General Manager, Ordnance Factory Project Korwa, Amethi-227412.</p> <p>c) PSD should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty. The PSD will be returned to the supplier on successful completion of all his obligations under the contract.</p> <p>d) The PSD amount shall not carry any interest except FDR.</p> <p>e) In case of non-performance of contract at any stage including within warranty period (if any) due to failure at the end of supplier, the OFPKR has sole right to cancel the contract and forfeit the performance security deposit. In case any claims or any other contract obligations are outstanding, the seller shall extend validity of PSD as requested by buyer till such time as seller settles all claims and complete all contract obligations. The PSD shall also be liable for encashment/forfeited if conditions regarding adherence to delivery schedule and other provisions of the contract are not fulfilled by the seller. The buyer decision shall be final and binding in this regard.</p>
6.	Exemption/ Preference to MSME/MII/Startup	<p>a) The purchase preference to the participating firms will be as per applicable MSME/MII policy (amended time to time) and guidelines and available provision on GeM portal. While quoting in tender on GeM , the bidder has to select relevant option available (if any) on GeM only and upload the document there itself so that same can be verified during technical evaluation stage. Documents submission by other modes and at other place will not be accepted.</p> <p>b) Exemption in Proof of experience/Turnover (if any mentioned in tender enquiry): Registration of firm under Startup/ MSME shall be in the relevant category (as mentioned in similar work criteria requirement where ever in the bid) for seeking exemption for a) past experience b) turnover criteria. Firm shall attach all the valid documents for justifying the relevancy with mentioned similar work.</p>
7.	Penalty for use of undue influence	<p>The Seller agreed that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such action behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper ,including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>
8.	Sanctions	<p>If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either</p>

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	for Violation	<p>directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.</p> <p>The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.</p> <p>Necessary disclosure must be given.</p>
9.	Agents/ Agency Commission	<p>The Seller agreed that if it is established at any time to the satisfaction of the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.</p>
10.	Access to books of accounts	<p>In case it is found to the satisfaction of the buyer that the seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission any penalty for use of undue influence, the seller, on a specific request of the buyer, shall provide necessary information/inspection of the relevant financial documents/information.</p>
11.	Transfer and Sub-letting with the permission of the Buyer	<p>Seller shall not be entitled without buyer's prior written consent to Sub-contract/Sublet to a third party all or part of the benefits or obligations of the Contract (even by way of change of ownership or control), except as expressly permitted in this Contract if any, to sub-contract any of its rights and interest under this Contract</p>
12.	Cartel Formation	<p>a) Cartel formation or quoting of pool rates or quoting in collusion is against the basic principle of competitive bidding and shall attract penal and punitive measures; including suspension/banning of such Bidders for a specific period as per Procedure for Penal Action in OFs/Units of AWEIL under the Guidelines of the Ministry of Defense for Penalties in Business Dealings with Entities in vogue, apart from reporting to the Competition Commission of India, other Regulatory Authorities, Chambers / Association of Commerce, etc.</p> <p>b) Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL Formation is suspected. The management (CFA), reserves the right to order any quantity on one or more firms.</p> <p>c) Whenever all or most of the approved firms quote equal rates in CARTEL, the purchaser reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for placement of order would be based on a pre-determined ranking of the firms.</p> <p>d) The purchaser reserves the right to place order on two or three firms: in such cases tender quantity will be distributed between Rank 1(R1) and Rank 2(R2) firms in the ratio of 60:40 or among R1, R2 and Rank 3(R3) firms in the ratios 50:30:20 respectively. (Not applicable)</p> <p>e) The purchaser reserves the right to delete the registered firms who quote in CARTEL from list of approved/registered sources or to debar them for competing for a period to be decided by the purchaser. (if applicable)</p> <p>f) The name of the newly registered firm which enters into CARTEL on getting registered will be summarily deleted from the list of registered suppliers. (if applicable)</p> <p>g) New firms will have to submit an undertaking that they will not be part of a cartel with other vendors and will quote competitive rates in the tenders; otherwise would face expulsion from the list of vendors. (if applicable)</p>
13.	Non disclosure of Contract documents	<p>Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party.</p>
14.	Risk Purchase	<p>a) If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply/awarded contract without written consent by Buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the Buyer to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest.</p> <p>b) The Buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under</p>

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		at the risk & cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller. (if applicable)
15.	Force Majeure	<p>a) If at any time during the execution of the supply order, the performance in whole or in part by either Buyer or and by the Seller(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as 'events', provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such nonperformance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.</p> <p>b) The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.</p> <p>c) The Buyer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Seller regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Buyer shall have the right to cancel the order without any financial implication to the Buyer or on terms mutually agreed to</p>
16.	Appropriation	Whenever under this contract any sum of money is due or recoverable from Seller or payable by the Seller, Buyer shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the Seller in this or any other contract entered by Buyer as a whole its Divisions and Branch Offices etc., held by him/her alone or in partnership with others. Also, the Seller shall pay to Buyer on demand the remaining balance due within 30 days of such written notice. The remaining balance due, if any, will be recovered through due process of law in case seller becomes defaulter.
17.	Indemnity against Patent rights	The Seller shall at all times protect, indemnify and save/ keep harmless the Buyer, its successors, assigns, , any claim made by a third party against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, arising out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect of the stores covered by the order.
18.	Fall Clause	The price quoted shall be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the Seller reduces the sales price, sells or offers to sell such stores to any person/organization including the Buyer or any department of Central Govt. or any Dept. of State Govt. , or any statutory undertaking of the Central or State Govt. , as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Buyer and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced with due allowance for quantities and intervening time period
19.	Exit Criteria	<p>The contract/order may be terminated under the following circumstances:</p> <p>a) In the event of unsatisfactory performance by the Seller during the contract period, or any of attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with month's advance notice without any financial implication to Buyer. Notwithstanding, the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts for a period of years.</p> <p>b) If there is change in Buyer requirement, contract shall be terminated with months advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure following: -</p> <p>(i) IPR's are transferred to Buyer to enable Buyer to proceed on the work with another Seller. Seller also will render all assistance till the other Seller fully take over the balance work.</p> <p>(ii) Transfer title and deliver all or any part thereof of the supplies, materials, work-InProgress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.</p> <p>(iii) Supply of products and its components / spares at least for a period of years from the date of such termination.</p> <p>c) The Seller is declared bankrupt or becomes insolvent.</p> <p>d) The delivery of material is delayed due to causes of Force Majeure by more than (06) months).</p> <p>e) Based on the decision of the Arbitration Tribunal.</p>
20.	Classified/Confidentiality	<p>The conditions are as follows: -</p> <p>a) This Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees.</p> <p>b) Unless otherwise specified herein, neither Party or any of their affiliated companies shall make any news release, public announcement, advertisement, denial or confirmation, disclose of some</p>

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		<p>or any part of this Contract or transactions contemplated under this Agreement to any third party without the prior consent of the other Party.</p> <p>c) The Party Disclosing information is termed as Disclosing Party and the Party receiving information is termed as Receiving Party, Each Party undertakes:</p> <ul style="list-style-type: none"> (i) to keep the other Party's Confidential Information confidential using the same degree of care as the receiving Party uses to protect its own Proprietary Information against public disclosure but in no case any less degree than reasonable care; and (ii) not to make any disclosure of the other Party's Confidential Information to any third party and to use the same only for the Purpose; and (iii) not to make any copies of the other Party's Confidential Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organization save as is strictly necessary for the Purpose; and (iv) not to assign the rights and obligations of the Parties without their prior written consent thereto. <p>d) Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:</p> <ul style="list-style-type: none"> (i) is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or (ii) is lawfully obtained by the recipient from a third-party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or (iii) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or (iv) is independently developed by the receiving Party. (v) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information. Or such disclosure is limited to those persons to whom the Receiving Party is legally compelled to disclose the information to; and <p>e) The technical information provided by SELLER under this Contract shall be treated as confidential by the BUYER and shall be used by BUYER only for purpose intended and shall not be disclosed to any third party.</p> <p>f) The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract.</p> <p>g) The BUYER shall limit access of technical documentation being provided under this Contract only to such of its employees involved in relevant operations concerning the equipment on a need to know basis.</p> <p>h) Non-adherence to this Clause by the Seller shall be treated, amongst others, as a material breach of this Contract.</p>
21.	Statutory Compliance	<p>a) The contractor shall abide by and comply with the provisions of all the Acts and Rules by Central/State Government as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:</p> <ul style="list-style-type: none"> i) Contract Labour (Regulation and Abolition) Act,1970 ii) Contract Labour (Regulation and Abolition) Central Rules,1971 iii) Payment of Wages Act,1936, Payment of Wages (Amendment) Act,2005 iv) Minimum Wages Act,1948 v) Minimum Wages (Central) Rules,1950 vi) Workmen's Compensation Act, 1923 vii) The EPF and Miscellaneous Provisions Act,1952 viii) Employees State Insurance Act,1948 ix) Industrial Disputes Act,1947 x) Industrial Disputes (Central) Rules,1957 xi) The Child Labour (Prohibition and Regulation) Act,1986 xii) Equal Remuneration Act, 1976 xiii) Payment of Bonus Act,1965, Payment of Bonus (Amendment) Act, 2015 xiv) AWEIL Procurement Manual-2022 (AWEILPM-2022) and its amendments. xv) Any other statutory rules applicable in the said contract. <p>b) The contractor shall keep up to date records required to be maintained to comply with the provisions of all the Acts and Rules by Central/State Govt. as applicable from time to time in respect of the contracted work and all Staff employed by him at his own cost and risk. Chief General Manager/OPPKR or his authorized representative shall be entitled to inspect these</p>

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		records at any time. c) The contractor(s) shall indemnify Ordnance Factory Project Korwa against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the factory. If due to any reason whatsoever, Ordnance Factory Project Korwa management is made liable to pay any liabilities of the contractor under any of the said laws etc.; the same shall be recovered from the dues payable by the Ordnance Factory Project Korwa to the contractor and/or from the security deposit(s) furnished by the contractor.
22.	EPF and ESIC	a) The updated govt. notification related to any changes / enhancement rate revisions etc. issued time to time in respect of EPF and ESIC if any shall be applicable and to this extent necessary amendment in S.O will be issued duly approved by the competent authority. b) The contractor shall be strictly liable to fulfill all the rules & regulations related to EPF and ESIC and shall ensure that these social security norms of EPF & ESIC are strictly adhered to prevailing Govt. Rules and regulation and revisions if any issued time to time by Govt. notifications and in line with the S.O condition. c) The firm should have got Enrolment of all eligible contract workers with EPF and ESIC agencies under provision of EPF Act/ESIC Act. The Aadhaar and bank account no. are mandatorily seeded with universal Account Number (UAN) of each contract worker. The contractor shall be aware of the legal provisions under para. 69(2) of scheme,1952 that should only submit and authorized PF and pension transfer claim forms of contract workers, in case of change of contractor (employer) Contractor wise list of employees along with details of AADHAAR seeding in their respect may kindly be provided to this office for record and follow up. d) EPF Numbers & ESI Numbers of the workers deployed in the contract to be obtained by the contractor and to be provided to the Factory, if applicable, within one month from the date of award of the Service Contract. d) Contractor is required to ensure KYC for EPF/ESIC before submission of last bill or on request of factory/casual laborer. If contractor fails to do so last bill shall not be paid & action may be taken against the firm.
23.	Payment Terms:	a) Payment to the contractor will be made on monthly basis/ quarterly basis on submission of bills along with following: i) Job/Work Completion /Performance report issued by authorized representative of ED/OFPKR. ii) Attendance Sheet dully vetted by user section / authorized representative of ED/OFPKR. iii) Material (if any) brought in certificate, dully vetted by user section / authorized representative of ED/OFPKR. iv) Self-certified copy of proof of wage disbursement (through bank account). v) Self-certified copy of Documentary evidence of payment of EPF, ESI, GST and Other taxes and levy as per prevailing statutory/Govt. norms. vi) Proper Tax Invoice related to the bill. b) The firm accepting and abiding with following conditions: i) Payment of wages to the deployed contract worker shall not have any linkage with the payment of bill of the firm. Financially firm shall be capable of disbursing wages in advance to the contract workers in stipulated time without depending on payment of bills from the factory. ii) Firm shall ensure that the bills with all completed documents shall be submitted for reimbursement on or before the date 20th of every month. iii) Incomplete bills will be returned to the firm without any further processing of payments and will be treated as not submitted. iv) The work carried out by the contractor will be inspected by the authorized representative of ED/OFPKR, who will render work completion certificate/ performance certificate, to the contractor on successful completion of work/job, to claim periodic payment by submission of bills. v) The contractor shall accept that "He/ his staff has not taken any money and will not take any money from the laborer." vi) The contractor shall submit NEFT details and cancelled check along with contractor's bills for first wage period. vii) Any increase/revision in the minimum wages during currency of the contract shall be payable by the contractor. The contractor will make payment to their employees at the revised rates first and then he will claim the same from the factory by producing supporting documents. The supply order shall be amended accordingly. The contractor should not wait for receiving of the amendment letter of supply order from the factory for such type of payment to the laborer.
24.	Service Delivery Period	Delivery period for supply of Service contract would be one year for the period as mentioned in contract document. Extension of contracted delivery period will be at the sole discretion of OFPKR.
25.	Service Delivery Address (FOR)	The Chief General Manager, Ordnance Factory Project Korwa Amethi: - 227412 (or wherever specified in the tender).
26.	Wage Payments to the	a) The contractor shall display on a notice board rate of wages, hours of work, wage period, date of payment of wages, date of payment of unpaid wages, holiday, name, and address of inspectors having jurisdiction in Hindi and English at the places specified by ED/OFPKR or his authorized

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	Workmen	<p>representative.</p> <p>b) The contractor will maintain the following registers unless he obtains exemption from the competent authority to maintain combined register as per Act and if required shall get inspected by the authorized representative of ED/OFPKR before payment:</p> <ul style="list-style-type: none"> ▪ Register of workmen employed. ▪ Register of wages ▪ Muster roll ▪ Register for deduction for damage or loss. ▪ Register for fines. ▪ Register for advances. <p>c) The contractor will issue wage slips and employment cards to the workmen engaged as per relevant Act.</p> <p>d) Payment to the individual workers deployed in the contract is to be made by contractor in their respective bank account within 07 days of expiry of last day of wage period that will be a month without relating to the payment due to the contractor. Any default in this regard by the contractor will make the contract liable for penalty /termination without any reference to the firm, in addition to other actions that will be taken against the firm as per the applicable rules on the subject. The contractor shall submit counterfoils/proof of deposit of wages in worker's bank account along with the contractor's bill at the time of claiming payments.</p> <p>e) Payment to the workmen engaged shall not be made at the rate lower than present statutory/govt. norms.</p> <p>f) Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.</p> <p>g) Provident Fund: Contractor shall extend provident fund benefit as provided under EPF Scheme 1952 to all employees/laborer under the Employees Provident Fund and Miscellaneous Provision Act 1952 directly with the appropriate Regional Provident Fund commissioner.</p> <p>h) ESI: The payment in respect of ESI contribution, as applicable, shall be made by the contractor and no liability on this account shall be borne by the factory.</p> <p>i) Insurance: The contractor, wherever applicable, shall take out the following policies to cover up all the risk and keep them valid till the successful completion of the contract: 1) Group insurance policy to safeguard interest of the workmen to meet out expenditure on exigencies or any unfortunate event with the workmen engaged by the contractor. 2) Risk/liability of 3rd party.</p>
27.	PENALTY (with applicable GST)	<p>Penalty shall be deducted as per 1) Scope of work 2) following clauses of ATC, 3) GeM SO in the given order of preference:</p> <p>a) The maximum penalty amount under this clause shall be limited up to 10 % of the SO value.</p> <p>b) The payment by the contractor to the workers shall be made within 07 days of the expiry of last day of wage period that will be a month without relating to the payment due to the contractor. In case of delay in payment to the workers, penalty @ 0.5 % of delayed (outstanding) payment amount (excluding GST) will be deducted for the payment beyond 7th day of the month for every week or part thereof delay, on first occasion and In case of delay in payment to the workers, on second occasion and thereafter, the penalty @ 1 % of delayed (outstanding) payment amount (excluding GST) will be deducted for the payment beyond 7th day of the month for every week or part thereof delay. (In case if 7th day of month is bank holiday or Sunday then the 7th day will be read as 8th day for above purposes.). No penalty will be deducted if the total non-payment value of wages is less than Rs.500/- (but bill will not be processed till the payment of the non-payment value of wages along with the payment proof) is submitted.</p> <p>c) In case firm has supplied fewer personnel against supply order/user requirement and because of that if there is any lapse occurred in required services brought in notice by the user section through performance report, the penalty shall be Rs. 50 per person/day up to 30 days and there after Rs. 100 per person/day beyond one month for continuous absenteeism.</p> <p>d) In case of short/non-payment, if the factory management as Principal Employer is required to pay the wages to the workers and the amount so paid shall be deducted from the bill of the contractor along the penalty @ 1% of the month's payment per week or part of week.</p> <p>e) In case dress is defined to be provided in the scope of Work, penalty for non-providing of the same beyond 15 days of start/execution date of contract then penalty @ 0.5 % of month's payment (excluding GST) will be deducted on first occasion (Month) and thereafter, the penalty @ 1 % of month's payment (excluding GST) will be deducted from the payment for every week or part thereof delay.</p>
28.	Safety & Security Compliance	<p>a) Contractor shall be bound by all security and safety requirement conditions applicable to OFPKR and abide by security/safety instructions for all purposes. Workers engaged by him will be liable to be checked and searched by the security on duty while mustering in and out and also at the other random timings.</p> <p>b) The contractor should take all safety measures necessary for safety of his workers. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to their engaged persons, wherever applicable.</p> <p>c) The contractor will be responsible for good conduct of his workers. If any worker is found indulging in undesirable activities, he will have to be withdrawn immediately as recommended by ED/OFPKR and replaced with a new person.</p> <p>d) Any breach/violation of security regulations inside the factory or in the work premises by any of the contractor's persons shall be contractor's responsibility.</p>

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		<p>e) In the event of any damage to the life/property or the factory or its employees and/or their dependents the said contractor shall be liable for payment of compensation and/or prosecution in accordance with law of the land.</p> <p>f) Compensation for damage to the property of the factory will be as assessed by authorized representative(s) of the ED and shall be recoverable from the contractor at market value.</p> <p>g) The contractor should ensure to carry out the Medical Examination of their Labor on regular basis.</p>
29.	Discipline Compliance	<p>a) Conduct of Service Providers Personnel:</p> <p>i) The "Contractor" shall not allow or permit his personnel deployed under the contract to take part or associate with any trade union activities or agitation anywhere in "OFPKR" Factory and/or Estate. In case "Competent Authority" finds any violation of this and intimate to "Contractor" in this regard, that any one or more personnel of "Contractor" deployed under this contract is/are taking part in any trade union activities or agitation anywhere in "OFPKR" Factory and/or Estate, the "Contractor" has to discontinue deploying such personnel of "Contractor" under this contract. Incompliance to this "Contractor" should obtain and affidavit from their personnel and a copy of that to be submitted to "Competent Authority" within one month of commencement of contract.</p> <p>ii) If and whenever any of the contractor's employee shall, in the opinion of "Competent Authority" be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the "competent Authority", it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the "Contractor" if so, directed by the "Competent Authority" shall remove such person/persons from deployment within a reasonable time. Any person or persons so removed from work shall not again be deployment in connection with the work without the written permission of the "Competent Authority". Any person so removed from deployment on work shall be immediately replaced at the expense of the "Contractor" by a qualified and competent substitute.</p> <p>iii) The "Contractor" shall be responsible for the proper behavior of all the staff and workman, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the "Contractor" shall be bound to prohibit and prevent any employee from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The "Contractor" shall be responsible thereof and relieve the "OFPKR" of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the "Competent Authority" on any matter arising under this clause shall be final.</p> <p>iv) If and when required by the "OFPKR" all contractor's personnel upon entering the "OFPKR" premises shall be properly identified by badges of a type acceptable to the "OFPKR" which must be worn by them at all times during duty hours.</p> <p>b) Misbehavior of Employees:</p> <p>i. The employees of the "Contractor" shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises of "OFPKR" Smoking, consuming alcohol, eating or chewing pan/tobacco/zarda/gutka etc., and spitting inside the premises by the employees of the "Contractor" is strictly prohibited. In the case of misbehavior by the employees of the Contractor, "Competent Authority" has the right to restrict entry of such personnel of "Contractor" within "OFPKR" premises. "Contractor" has to discontinue deploying such personnel under the contract. It will be mandatory for the conducting "Contractor" to brief their personnel in advance and apprise them of the conduct expected from them, while working in an institution of national importance.</p> <p>ii. Nothing prevents "OFPKR" to even advise the "Contractor" about any such issue, or any erring personnel engaged by the "Contractor" which warrant urgent action, in the interest of work and its fact disposal. The selected "Contractor" shall not involve in any bribery or other unethical activities with anyone employed at the "OFPKR". Involvement in any such activity shall entail in termination of the contract without any notice. Any personnel deployed by the "Contractor" refuses work or creates indiscipline would have to be immediately replaced with the consent of the "Competent Authority".</p> <p>iii. "OFPKR" reserves the right, to ask the "Contractor" to terminate deploying any one or more employees under this contract, immediately on grounds of noncompliance of duties of if found guilty of misconduct. "OFPKR" will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the "Contractor" and the "Contractor" shall on behalf of their personnel shall be held responsible to make good such loss or losses. In case, the personnel of "Contractor" commits any act of omission /commission that amounts to misconduct/indiscipline/incompetence/security risks, the "Contractor" will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.</p>
30.	Other Terms and conditions	<p>a) The bidder will need to obtain Labour License from/from office of the Assistant Labour Commissioner (Central) for the work to be undertaken, within 3 weeks of placement of order, wherever applicable as per provision of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. A certified copy of the license shall be presented soon after.</p> <p>b) The supplier shall ensure that the efficient and trained personnel is/are detailed for the mentioned technical services. In case of unsatisfactory performance / undesirable activities by the contractor or his deputed employees for technical services, the contract is liable for cancelation/ short closure at risk & cost of supplier.</p> <p>c) No provision of awarded contract shall be changed or modified in any way (including this</p>

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- provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- d) The qualification certificate, experience certificate or other related required documents (if any mentioned in bid) of contract workers shall be submitted along with list of workers before starting the work.
 - e) In case of unsatisfactory performance / undesirable activities by the contractor or his employees, the contract is liable for cancelation/ short close at risk & cost of contractor.
 - f) Manpower can be detailed or changed by prior written approval of competent authority only so as to ensure that efficient and trained personnel are detailed for the specific job. Changing manpower in between a contract is discouraged & same can be done only: -
 - i. If laborer himself leaves the job.
 - ii. If poor performance is informed by factory.
 - iii. Long absenteeism without prior information.
 - iv. Any other mutually agreed issue, with the written consent of competent authority/OFPKR.
 - v. No. of relievers under this contract is restricted to 15% of per day requirement for yearly requirement of up to 312 days/person mention in the bid while it will 25% for the yearly requirement of beyond 312 days/person.

g) Firm is required to submit the list of manpower as under: -

Sl.	Difference in days b/w date of placement of contract & date of start of service as per SO	Minimum No. of days before the date of start of service for submission of list of manpower for approval of competent authority
1.	7-10 days	At least 4 days
2.	More than 10 days	At least 7 days

- h) In case firm is detailing a person, who has not worked at OFPKR in the current financial year, it is mandatory to submit Police verification report (PVR) of all such contractual labourer before detailing them to the work at OFPKR. For contractual workers who have already worked at OFPKR in any contract in the current F.Y., they may be permitted to work on notarized Affidavit (valid for 1 month only) followed by submission of PVR.
- i) Revision of Supply Order Value: Value of the Supply Order shall be changed in case of any revision in provision of minimum wages notified by the Office of Labour Commissioner (Central), during the currency of the contract and the revised amount will accordingly be paid to firm by OFPKR on submission/receipt of proof of such payment of wages.
- j) The deficiency in service will be comprised of both non-completion of the specified activity and non-satisfactory completion. This shall be measured based on the complaints received / lodged by the ED's representative of this contract and the same shall not be open for any dispute. To avoid any dispute contractor is free to keep record of work done as per the scope of work specified and obtain user's signature.
- k) Contractor shall arrange dress of required code (if mentioned in Scope of work) within 15 days of grant of work permission for deployed contract workers. Contractor shall ensure that the deployed contract worker shall attend duty in the dress only. The deployed contract worker without dress may not be taken on duty and may be marked as absent by user.
- l) It can also be directed to the contractor for supplying of more or less personnel than stipulated numbers in contract as per requirement and contractor shall be abiding with this condition. After receiving directions through E-mail/Post/Fax/Telephonically etc. regarding supplying of lesser personnel, firm continues to deploy more personnel; the payment of excess personnel will not be made to the firm. Sole responsibility lies with the firm for such case.
- m) The allowances (if any mentioned in the bid specification /scope of work) like Over Time (OT) payment and Night Duty Allowance will be as per statutory rates and will be reimbursed on actual basis and after certification from user section only.
- n) Maximum 26 duty (for 05 Sundays in a month) or 27 duty (for 04 Sundays in a month) will be allowed for individual Manpower. all other terms and conditions are as per statutory rules
- o) However, while managing the number of deployed personnel, it will be well taken care of by the user section, that total number of resultant man days should not exceed the stipulated number of man days derived from supply order.
- p) In addition, other terms and condition will be applicable as per AWEIL PM- 2022 and updated from time to time.

31.	Option/ Repeated Order Clause	The contract will have an option clause, wherein the Buyer can order up to 25% quantity/duration of the item/service under the present contract /successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise or not to exercise this option.
32.	Termination of Contract and Debaring/ Blacklisting Action	A. The competent authority may levy financial penalties and/or suspend/ban business dealings with an entity for one or more of the grounds listed below. - <ul style="list-style-type: none"> i. Violation of Pre-Contract Integrity Pact (PCIP) (where such PCIPs are entered into between the Ministry of Defence and an entity). ii. Resort to corrupt practices, unfair means and illegal activities during any stage of bid/ contract to secure a contract, even in cases where PCIP is not mandated. iii. The seller is declared bankrupt or becomes insolvent. iv. Violation of Standard Clause in the contract of agent/agency commissions. v. If national security considerations so warrant.

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		<p>vi. Non-performance or under performance under the terms and conditions of contract(s) or agreements(s) not covered in grounds listed in (a) to (c) above in accordance with provisions in contract or arrangement.</p> <p>vii. Any other ground for which the Competent Authority may determine that suspension or banning of business dealings with an entity shall be in the public interest.</p> <p>viii. As per decisions of the Arbitration tribunal.</p> <p>ix. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per rule 175 of GFRs 2017.</p> <p>B. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -</p> <p>i) The delivery of the service is delayed for causes not attributable to Force Majeure for more than one month after the scheduled date of delivery.</p> <p>ii) The delivery of service is delayed due to causes of Force Majeure by more than six months provided Force Majeure clause is included in contract.</p> <p>iii) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.</p> <p>iv) As per decision of the Arbitration Tribunal.</p> <p>C. In case of non-performance of contract due to failure at the end of supplier, the OFPKR has sole right to cancel the contract and forfeit the performance security deposit. Also, the other actions on the supplier like debarring /Blacklisting shall be as per extent rules.</p> <p>D. If services are no longer required by OFPKR, contract can be unilaterally cancelled by OFPKR with a notice of 15 days.</p> <p>E. As per latest guidelines and their amendments for penalties in business dealings with entities issued by Ministry of Defence.</p>
33.	Termination of Contract for	<p>a) Insolvency: If the supplier becomes bankrupt or otherwise insolvent, the purchaser may, at any time, terminate the contract, by giving written notice to the supplier, without compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p> <p>b) Convenience: After placement of contract, there may be some unforeseen situation compelling the purchaser to cancel the contract. In such a case, the purchaser is to send a suitable notice to the supplier for cancellation of the contract, in whole or in part, for its (purchase's) convenience, inter alia, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the purchase organization may have to suitably compensate the supplier on mutually agreed terms for terminating the contract. Suitable provisions to this effect are to be incorporated in the tender document as well as in the resultant contract.</p>
34.	Arbitration Clause	<p>a) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bilateral discussions.</p> <p>b) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, which cannot be settled amicably within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settled by arbitration.</p> <p>c) The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (amended time to time) and the award of such Arbitration shall be enforceable in Indian Court only. The law applicable to an arbitration shall be Indian law.</p> <p>d) For Indigenous Seller: The arbitration tribunal shall be consisting of sole arbitrator. The sole arbitrator shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above through mutual discussions and referred to CMD, AWEIL, Ordnance Factory Kanpur, Kalpi Road, Kanpur - 208009 for appointment of the Sole Arbitrator with the mutual consent of the parties. The Arbitrator so appointed shall be a Government Servant /Ex Government Servant (with mutual consent) who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. Failing which the arbitrator shall be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (amended time to time) at the request of either party or by dispute resolution institutions like Indian Council of Arbitration or ICADR, but said nomination would after consultation with both the parties. The Award of arbitration shall be final and binding on the parties to this contract.</p> <p>e) The Arbitration Tribunal shall have its seat in jurisdiction in which OFPKR lies or any suitable place in India as may be decided by the arbitrator.</p> <p>f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal. In the event of a vacancy caused in the office of the arbitrator, the parties which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.</p> <p>g) In the event of both parties failing to nominate arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration or</p>

Note: Please read this document carefully & submit the sealed & signed copy of "ATC compliance Sheet",. if any non compliance to be mentioned against respective clauses.

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**Ordnance Factory Project Korwa (A UNIT OF AWEIL)
Additional Bid Specific Terms and Conditions (ATC)
(For CA Contract only)**

		<p>ICADR to nominate another arbitrator as above.</p> <p>h) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitrator proceedings.</p> <p>i) The language(s) of the arbitration shall be English. "Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all /both) parties."</p> <p>j) In case of technical disputes involving confidential matters, the issue shall be referred to a high-level technical authority for each party, appointed for this purpose.</p> <p>k) For CPSUs/DPSUs in the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-Charge of the Department of Public Enterprises.</p> <p>l) The Arbitration and Conciliation Act, 1996 (amended time to time) shall not be applicable to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. If the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat</p>
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(Note: Incomplete details/ incomplete documents or any deviation from the bid specification will lead to disqualification of the offer.)

2.0 This tender is also governed by Bid Specific Additional Terms and conditions (ATC) and Special Terms and Conditions (STC) followed by AWEIL PM 2022 attached with this bid or wherever on GeM portal in this tender.

(A) For any enquiry bidders may raise their query through gem representation option available with bid.

(B) Contact details OFPKR/MM :-

(i) Material Management Office Ph No.-05368-255315/255130

(ii) FaxNo.-05368-255014

(iii) E-mail-ofpkrrmm.ofb@ofb.gov.in.

Note: Please read this document carefully & submit the sealed & signed copy of "ATC compliance Sheet",. if any non compliance to be mentioned against respective clauses.

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**Ordnance Factory Project Korwa (A UNIT OF AWEIL)
Additional Bid Specific Terms and Conditions (ATC)
(For CA Contract only)**

Annex 'A'

Bid Security Declaration Format

(If applicable, this format duly filled and signed shall be uploaded with tender only)

Ref: TE No.:.....TE Date:.....

I/We (signing authority of Tender Enquiry)do hereby unconditionally accept that if the bid is modified/withdrawn by me /us during the validity period (original or extended) or if I/we are awarded the contract and if I/We fail to sign the contract, or to submit a performance security (if applicable in the contract) before the deadline defined in the bid document, business dealing may get suspended with our firm as per the laid down procedures of OFPKR.

Date:

Signing Authority

Place:

(M/s.....)

Format for Declaration letter of Non -Blacklisting

“That our firm is not blacklisted by any central/ state/public sector undertaking during last 03 years and confirming that neither contractor/partner in the firm has been prosecuted /convicted for any criminal offence or any matter/case is pending for investigation/trial before any civil authority or in court of law.”

Date:.....

Place:.....

Authorized Signatory (Seal & Sign)

For M/s.....

Note: (Date of this document Must be between bid publication & bid opening date)

Note: Please read this document carefully & submit the sealed & signed copy of “ATC compliance Sheet”,. if any non compliance to be mentioned against respective clauses.