

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-09-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-09-2026 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	*****
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : mamtadadaiya@ord.gov.in Buyer Email id: ravikumarnema@ord.gov.in
वस्तु श्रेणी / Item Category	Custom Bid for Services - Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method
समान श्रेणी / Similar Category	Hiring of Consultants - Milestone/Deliverable Based
अनुबंध अवधि / Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 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 Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	70800
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. 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.
4. 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.
5. 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Bidder Checklist - [1787981887.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1787831697.pdf](#)

Payment Terms:[1787831704.pdf](#)

GEM Availability Report (GAR):[1787831721.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1787831782.pdf](#)

Custom Bid For Services - Hiring Of CA/CMA For Tax Consultant Firm At GCF Through Fixed Budget Selection (FBS) Method (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method
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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****JABALPUR	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **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.

3. **Buyer Added Bid Specific SLA**

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

4. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्यवाई 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---



Report ID: GEM/GARPTS/21082026/EDG2R2QEN6MV

Report Name: Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method.

Generated By: Ravi Kumar Nema , Department of Defence Production , Ministry of Defence

Generated On: 21/08/2026

Valid till: 20/09/2026

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: Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method.

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

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: ₹ xxxxx.x

UNDERTAKING FOR CUSTOM BID / BOQ CREATION ON GEM

File number: SHIS: 26XFY00230

Date: 27/08/2026

Subject: Undertaking for Creation of Custom Bid for Services required on GeM

1. Services Required *(Please specify the exact goods / services required):*

Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method.: 1 WJ

2. Search String Used in the GeM Availability Report & Past Transaction Summary *(Please state the exact search string used to find suitable categories):*

Hiring of CA/CMA for Tax Consultant Firm at GCF through Fixed Budget Selection (FBS) Method.: 1 WJ

3. GARPTS ID *(mention GeM Availability Report ID):* GEM/GARPTS/21082026/EDG2R2QEN6MV

4. Categories which will be selected for sending notification from GeM:

Category 1: Not found on GEM

Category 2: Not found on GEM

Category 3: Not found on GEM

5. Undertaking:

I acknowledge that the creation of a custom bid/BOQ is an exceptional process, warranted only when categories are unavailable on GeM for the required goods/services. I, S C Neekhara, undertake to the following:

1. Our office/organization has diligently conducted a comprehensive search using the provided search parameters, confirming the absence of relevant categories for goods/services.
2. To the best of our knowledge, our office/organization has provided an accurate and detailed description of the required goods/services in para 1 above.
3. We have meticulously selected the most relevant categories for notification in para 4 above.
4. Our office/organization stands fully prepared to justify the necessity for a custom bid/BOQ to GeM upon request.



(S C Neekhara)

Jt General Manager

For Chief General Manager

Gun Carriage Factory, Jabalpur

A Unit Of Advanced Weapons and Equipment India Limited

(7)

**SCOPE OF WORK FOR HIRING THE SERVICES OF CA/ CMA FIRM
FOR CONSULTANCY ON TAXATION MATTERS**

Details of work, for the period of one year from the date of acceptance of supply order by the firm, are as below:-

Sr. No.	Work Description	Place	*All-inclusive remuneration per annum plus GST (as applicable) extra, for one year from date of supply order	Location of the firm
i)	Hiring the services of CA/CMA Firm for consultancy on Taxation matters including all matters upto Departmental Appeal level As per scope of work	AWEIL (GCF), Jabalpur	Rs.60,000/- (Rupees sixty thousand only) per year + GST Extra	Jabalpur and within 100 Kms of Jabalpur. No TA/DA will be given to visit at AWEIL (GCF), Jabalpur. Further, firm shall have registered office or local branch office at Jabalpur.
ii)	Drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (beyond Departmental Appeal level i.e. Tribunal etc.)	AWEIL (GCF), Jabalpur	a) Rs.10,000/- (Rupees Ten thousand only) + GST Extra per case b) Rs.12,000/- (Rupees Twelve thousand only) + GST Extra (for all cases for more than one unit/ year having similar matter)	

Note:- All cases upto departmental level (alongwith complete scope) will be covered under (i) above and all cases other than departmental level e.g. Appellate Tribunal etc. will be covered under (ii) above. All cases pleaded at ~~Tribunal~~ level will be paid a lump sum fee of Rs. 10000 + GST extra per case. In multiple cases having similar matter involving more than one unit or year, the same will be considered as a single case for payment purposes and a lump sum fee in that case will be Rs.12000 + GST extra for all such similar cases together.

u.f. order

1/5

P. S. A.

AWEIL (GCF), Jabalpur intends to hire the services of CA/ CMA Firm for consultancy on Taxation matters as per below scope of work including but not limited to:-

- a. Providing support in filing various GST returns for the state, timely GST ITC availment/ reconciliation, assist in e-filing of quarterly e-TDS/e-TCS return of the unit(s) at Jabalpur, assist in departmental audit conducted by GST Authorities, verification of Income Tax Audit data and any other matter under GST Act, Income Tax Act, Customs Act etc. and assist unit in filing various tax returns for the financial year (Even if the Contract period is over). As such the Contract will be Completed only after filing of all the tax returns (GST, TDS etc.) for the financial year completed on or before the contract end date.
- b. Providing expert opinion on tax matters [GST, Income tax, Customs, any other tax (including old tax regime) etc.] as sought by the unit from time to time.
- c. Undertake liaison work with the relevant Tax Authorities [GST, Income tax, Customs, any other tax (including old tax regime) etc.] for assessment/ hearing, preparation & submission of replies against the notices issued, drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (upto Departmental Appeal level i.e. Below Tribunal) from time to time.
- d. Examination of the Assessment Order/ Appellate Orders and advising further action in the matter.
- e. Any other related activity, as may arise during the period of engagement.
- f. Drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (beyond Departmental Appeal level i.e. Tribunal etc.) from time to time.

The lump sum fee for all matters from (a) to (e) above is as per 2(i) above and that for matters at (f) above is as per 2(ii) above.

Y. Pandey

P. Singh

Terms of Payment

Payment will be made to the firm on half yearly basis, based on invoice received and Job Completion certificate issued by F&A of the unit for the said period. Payment for Tribunal level cases will be made on completion of case and receipt of final order/ verdict in the matter. ***As such the Contract will be completed on issuing of final Job completion certificate, only after filing of all the tax returns (GST, TDS etc.) for the financial year completed on or before the contract end date.***

option clause will be applicable.

U. Pandey

P. Singh

NO BLACKLISTING / NON-DEBARMENT DECLARATION

Date: _____

To Whomsoever It May Concern

We, M/s _____, having our registered head office at _____, hereby solemnly declare and certify that:

1. Our firm/company has not been blacklisted, debarred, banned, suspended, or declared ineligible by any Central Government Department, State Government Department, Ministry, Public Sector Undertaking (PSU), Defence Public Sector Undertaking (DPSU), Government Agency, Autonomous Body, Statutory Authority, or any other Government organization anywhere in India as on the date of this declaration.
2. No order of blacklisting, debarment, suspension, or prohibition from participating in government tenders or contracts is currently in force against our firm/company by any such authority.
3. We understand that if the above declaration is found to be false or incorrect at any stage, the procuring authority shall be at liberty to take appropriate action, including rejection of our bid/proposal, termination of contract (if awarded), forfeiture of applicable securities, and any other action as deemed fit under the applicable rules and conditions of the tender.

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief.

For M/s _____

Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal/Stamp

Place: _____

Date: _____



Terms and conditions

1. Risk Purchase:

- 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.
- 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 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.

2. Cartel Formation:

- 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 Defence 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 vendor.

3. Non-disclosure: Except with the written consent of the Buyer/Bidder, the other Party shall not disclose the TE or consequent Contract or any provision, specification, plan, design, pattern, sampler information thereof to any third party.

4. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.

5. Agents / Agency Clause : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by 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 / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects

/ program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

6. **Bribes:** The Seller undertakes 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 for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. 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, 1988 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 act on 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 favour 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.
7. **Classified/Confidentiality:** The conditions are as follows:-
 - a) This Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees.
 - 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 or any part of this Contract or transactions contemplated under this Agreement to any third party without the prior consent of the other Party.
 - c) The Party Disclosing information is termed as Disclosing Party and the Party receiving information is termed as Receiving Party, Each Party undertakes:

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 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 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 organisation save as is strictly necessary for the Purpose; and not to assign the rights and obligations of the Parties without their prior written consent thereto.
 - d) Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown:
 - 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
 - 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.
 - f) The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract.

- 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.
- h) Non-adherence to this Clause by the Seller shall be treated, amongst others, as a material breach of this Contract.

8. Intellectual Property Rights:

- a) If any Patent design, trademark, copyright or any other intellectual property rights apply to the delivery or accompanying documentation, Buyer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for performance of the agreement belong to Buyer.
- b) The Seller shall be obligated to do everything necessary to obtain or establish the above Mentioned rights. The Seller guarantees that the delivery does not infringe on any of the Intellectual property rights of third parties. The Seller shall also be obligated to do everything Necessary to obtain or establish the alternate acceptable arrangement pending resolution of Any (alleged) claims by third parties. The Seller shall indemnify the Buyer against any (alleged) claims by third parties in this regard and shall reimburse Buyer for any damages suffered as a Result thereof.

9. **Immunity to the Government of India:** It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contact solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that buyer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Seller expressly agreed acknowledges and understand that buyer is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives releases and foregoes any and all actions, including counterclaims, impleader claims or counter claims against the Government of India arising out of this contract and covenants as to any manner, claim cause or action or this whatsoever arising out of or under this contract.

10. **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. Should this sum be not sufficient to cover the full amount recoverable, 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.

11. **Obsolescence:** The Seller shall continue to support the equipment for a minimum period of ____ years from the date of supply by making available spare parts and assemblies of the equipment supplied. For any reason Seller wishes / decides to close / discontinue the line for manufacture of the products or procurement of certain components, sub-components, Seller undertakes to notify such a decision to Buyer by means of a prior years notice (before closure of the said production line) in writing so as to enable Buyer to place buy order / a life time buy of all spares before closure of said production line. Seller will transfer tools, drawings etc to Buyer after such notice period. Seller to indicate the source from where Buyer can procure these items. The said aspect would also form an integral part of the contract.

12. **Product Liability:** The Product Civil Liability on the product, for any loss arising in course of its utilization, for which Buyer may be held legally responsible, is the responsibility of Seller. Seller will carry out Product Liability Insurance to the extent set for herein in an amount not less than Rs. _____ Buyer will not be responsible for the payment of any premium for this policy.

13. **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.

14. **Export License:** Foreign Seller making proposals should ensure availability of export license as per their Govt. regulations for export to India. Seller shall be required to obtain and maintain all Export/Import licenses and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export license shall be entire responsibility of the Seller and he shall discharge this within a reasonable time. End User Certificate will be issued by the Buyer.

15. **Amendment & Waiver:** Any amendment to Purchase Orders / Contracts would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto. Failure of either Party at any time to enforce any of the provisions of this Contract shall not per se constitute a waiver by that Party of any such provisions nor in any way affect the validity of the Contract or any part hereof.
16. **Exit Criteria:** The contract/order may be terminated under the following circumstances:
- (a) In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have 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.
 - (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: -
 - i) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work.
 - ii) Transfer title and deliver all or any part thereof of the supplies, materials, work-in progress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.
 - iii) Supply of products and its components / spares at least for a period of years from the date of such termination.
 - (c) The Seller is declared bankrupt or becomes insolvent.
 - (d) The delivery of material is delayed due to causes of Force Majeure by more than (months).
 - (e) Based on the decision of the Arbitration Tribunal.
17. **Packing Conditions:** The stores should be properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the seller. Each package shall contain a Packing Note quoting Purchase Order number and date showing its contents in detail. Each package shall be properly marked with Purchase Order No., Consignee's name & address, gross weight, package-handling instructions etc. The package shall have adequate provision for handling during transit and at destination.
- The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. In case of Imports, items packed with raw/ solid wood packing material should be treated as per ISPM-15 (fumigation) and accompanied by Phytosanitary/ Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the seller must always supply these sheets direct (at the same time). The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
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. **Option Clause:**
- (a) The Buyer reserves the right to place orders for additional quantity up to a maximum of 25% of the originally contracted quantity at the same rate and terms of contract within the original Delivery Period (DP) as well as Re-fixed/Extended DP subject to:
 - (i) There being a requirement for the item,
 - (ii) Incorporation of Option clause in the contract,
 - (iii) There being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices, and
 - (iv) If no fruitful result will accrue by floating fresh TE or when the store is urgently required for meeting production targets.

- (b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.
- (c) In multi vendor situation, to provide a level playing field to all the vendors, any bid received without compliance to Option clause, may be considered as unresponsive by concerned TPC.
- (d) Option clause may be operated normally on completion of 90% quantity of original supply order (or lesser qty as decided by concerned TPC).

20. Force Majeure :

- (a) Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, acts/ actions of state authorities or any other circumstances beyond the control of the parties. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to an event of Force Majeure occurring after conclusion of the contract, then the supplier shall not be held responsible for such delays/ failures.
- (b) If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event (commencement as well as cessation of the force majeure event). Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.
- (c) In contracts on foreign vendors, the Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (d) There may also be a force majeure situation affecting only the purchaser. In such a situation the purchaser is to take up with the supplier on similar lines as above for further necessary action.

21. Arbitration clause:

All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD AWEIL HQ Kanpur 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 matter to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in dispute or differences. The Award of Sole Arbitrator shall be final and binding on the parties.

22. Ground Rent:

- (a) If the material supplied by the vendors is rejected at the factory premises, the vendor is required to lift the rejected material within 30 days of issue of rejection I-Note. The OFs have right to recover a charge for the storage space at @1% of the cost of material un-cleared, per week or part thereof, with maximum ceiling of 10% of value of the items. After lapse of 10 weeks, if it is found that firm has not taken any action for lifting of items, the goods may be confiscated and disposed-off as per disposal procedure in vogue after sending a notice and giving 30 working days' time to the firm. Ground rent will be calculated from the date of expiry of the period of removal of item. No ground rent will be charged from Central/State Govt/Central PSUs.
- (b) Firm to calculate and deposit the ground rent till the date on which firm reports for collection of rejection. Date of reporting by the firm will be the gate pass through which firm's rep. has entered GCF. JWM/RBR (or his reliever or HoS/Store in case both are absent) will sign on the gate pass regarding confirmation that the firm has reported in Store section for collection of rejection.
- (c) Submission of ground rent by the vendor will be done through e-MRO in favour of O.I.C./E.D. GCF as per the details that will be provided by F&A to PV. Same will also be mentioned in the GeM ATC. However same may be also deducted from firm's pending bills/EMD/PSD based on firm's request.

23. One Bid per Bidder:- One Bid Per Bidder clause is applicable as per GEM GTC and as per procurement procedure as applicable from time to time.

FORMAT-I
BIDDER'S GENERAL INFORMATION

To,

CHIEF GENERAL MANAGER
GUN CARRIAGE FACTORY

TENDER NO:

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. (Note: – If not submitting DIN, please mention the reason thereof) [As per clause for 'One Bid Per Bidder' under GTC of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3. 4. 5.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Mobile Number:	
7	PAN No.	
8	GST No.	
9	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents)
10	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents)
11	Submit "One Bid One Bidder" Format-II	Yes / No

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORMAT-II
One Bid per Bidder Declaration
(To be submitted in the bidder's letter head)

GeM Bid No: -

One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:

- i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions

Declaration

I / We have read the above clauses and I/We declare that I/We fully comply to the above clauses.

(FIRM'S SEAL & SIGNATURE)

FORMAT-III

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of
M/s..... (Name of the bidder) and certify the following:

AVERAGE ANNUAL FINANCIAL TURNOVER DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1	
Year 2	
Year 3	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

1. It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
2. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:

Chartered Accountant/CPA

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.:

UDIN:

OR

The Bidder shall submit Copy of audited annual financial statements of the preceding three financial years, with UDIN. Statements without UDIN will not be accepted.

FORMAT FOR UNDERTAKING OF ACCEPTANCE FOR FIXED BUDGET

(To be printed on Official Letterhead of the CA/CMA Firm and submitted as part of the Technical Bid)

To,

The Chief General Manager,
AWEIL (GCF), Jabalpur,
Madhya Pradesh – 482011

Ref: GeM Bid / Tender Enquiry No.: _____ **Dated:** _____**Name of Work:** Hiring of CA/CMA for Tax Consultant Firm at GCF Jabalpur through Fixed Budget Selection (FBS) Method.**Sir,**

1. I / We, the undersigned, having thoroughly examined the Tender Document, Scope of Work, Essential Eligibility Criteria, Technical Evaluation Criteria, and General Terms & Conditions pertaining to the subject tender, hereby submit our bid for the same under the **Fixed Budget Selection (FBS)** method.
2. **Unconditional Acceptance of Fixed Budget & Fee Structure:** I / We hereby explicitly accept and confirm our unconditional compliance with the fixed budget and rate structure determined by AWEIL (GCF), Jabalpur, as detailed below:
 - **Item (i) — Primary Financial Bidding Item (Contract Value Evaluation on GeM):**
 - **Services:** Comprehensive tax consultancy services including all tax matters up to Departmental Appeal Level.
 - **Fixed Remuneration:** ₹60,000/- (Rupees Sixty Thousand only) per annum + GST Extra (as applicable).
 - **Confirmation:** I / We confirm that our financial bid submission on the GeM portal is strictly based on this fixed budget amount of ₹60,000/- per annum (+ GST Extra).
 - **Item (ii) — Case-Wise Representation Fee Structure (Compliance Basis):**
 - **Services:** Drafting/preparing written submissions and representing/pleading before authorities beyond Departmental Appeal Level (i.e., Appellate Tribunal, etc.).
 - **Fixed Fee Schedule:**
 - a) ₹10,000/- (Rupees Ten Thousand only) + GST Extra per case.
 - b) ₹12,000/- (Rupees Twelve Thousand only) + GST Extra total for all similar/identical cases involving more than one unit or year.
 - **Confirmation:** I / We accept this fixed fee schedule **purely on a compliance basis**. We acknowledge that Item (ii) does not form part of the primary bidding price evaluation on GeM and shall be payable on an actual, as-and-when-required basis upon specific assignment.
3. **No Financial Deviation / Conditionality:** I / We confirm that our financial acceptance is absolute and without any conditional clauses, price escalations, or deviations. We understand and agree that quoting or submitting any amount other than the pre-fixed budget for Item (i) or expressing non-acceptance of Item (ii) shall render our bid non-responsive and liable for outright rejection on the GeM portal.
4. **Location & TA/DA Undertaking:** I / We confirm that our firm satisfies the location requirement of having its Registered Head Office / Local Branch Office at Jabalpur (or within a 100 km radial distance from Jabalpur as per ICAI/ICMAI records). No TA/DA or additional out-of-pocket expenses will be claimed for visits to AWEIL (GCF), Jabalpur.
5. **Declaration:** All information, technical credentials, and supporting documents uploaded along with this Technical Proposal are authentic, correct, and true to the best of my/our knowledge and belief.

Date: _____**Place:** _____**(Signature of Authorized Signatory with Seal)**

Buyers added Text Based ATC Clauses: -

- i. **One Bid per Bidder:** - Firm to upload duly filled Format-II attached with ATC with firm's seal and signature. The condition regarding applicability of the clause will be verified by scrutiny of MSME (UDYAM Certificate) & GST documents as uploaded by the participating firms.
- ii. **Matching/Common I.P. Address of Bidders:** -Bidders may please note that GeM is capturing and showing the IP addresses used by the buyer and the Bidder(s)/Seller(s). The received bids matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be out-rightly rejected & shall not be considered for further evaluation.
- iii. **Technical Scoring Matrix (Quality-based selection) have the following marking criteria of the bidders:**

Criteria		Marks
Experience of firm in taxation/GST in any company		35
Experience in providing GST, Tax consultancy services to Central Government, State Government, CPSEs, DPSUs, Government Companies or Statutory Bodies. (Work Completion Certificate)		30
Registered Head office at Jabalpur as per ICAI/ICMAI Certificate		15
Strength of professional team (CA/CMA partners)* as per ICAI/ICMAI certificate.		20
*Partners	Marks	
1-2	10	
3-5	15	
More than 5	20	
Total		100

- iv. **Essential Eligibility Criteria :-**
 - a. CA/CMA firm should be registered with ICAI/ICMAI
 - b. CA/CMA firm should have minimum 5 years of existence as per ICAI/ICMAI Registration Certificate
 - c. CA/CMA firm should have valid GST registration and PAN
 - d. "No blacklisting Declaration" should be given by the firm. Firm should not be debarred by any of the Government Department/PSU/DPSU anywhere in India.
 - e. The CA/CMA firm shall have its Registered Head Office or Branch/Local Office at Jabalpur. In addition, the Registered Head Office should be located either at Jabalpur or within a radial distance of 100 kilometres from Jabalpur(if Registered Head Office is not in Jabalpur and Branch/Local Office is in Jabalpur), as evidenced by the registration records/certificate issued by ICAI/ICMAI.
 - f. CA/CMA firm should have done minimum 3 completed assignments in last 5 years. (WCC to be attached)

(These are pass/fail conditions. The participating firms should qualify the above conditions in order to be evaluated against the Technical Scoring Matrix)

- v. **Ranking and Selection Procedure will be followed as under:**
 - Bidders meeting all Essential Eligibility Criteria shall be evaluated against the Technical Scoring Matrix (100 Marks Total). Only those bidders securing the minimum qualifying score of 70 marks shall be considered technically qualified.
 - Participating bidders shall submit Technical Proposals along with a mandatory Undertaking of Acceptance For Fixed Budget (Format-IV) confirming acceptance of ₹60,000/- + GST per annum.
 - Among the technically qualified bidders, the firm securing the highest technical score (H-1) shall be ranked first.

- The Financial Proposal of only the highest-ranked bidder shall be opened and verified for explicit, unconditional confirmation of acceptance of the fixed budget amount of ₹60,000/- per annum + GST Extra (for Item i) and the fixed case-based fee structure (for Item ii), without any financial deviation, escalation, or conditionality. Upon successful verification and confirmation of compliance with the fixed budget requirement, the highest-ranked bidder shall be declared as the Selected Consultant.
- **Tie-Breaking Mechanism:** In case of identical technical scores:
 1. Higher marks in **Government/PSU/DPSU Experience** shall prevail.
 2. If tie persists, higher marks in **GST Consultancy Experience** shall prevail.

vi. Financial Evaluation & Bidding Mechanics (Fixed Budget Selection):

"In accordance with Clause 8.5.5 of the Manual of Procurement of Consultancy Services 2025, procurement under Fixed Budget Selection (FBS) shall be evaluated based on the Technical Proposal and acceptance of the pre-fixed budget:

- Primary Financial Bidding Item [Item (i)]: The competitive financial bid evaluation and contract value on the GeM portal shall be strictly based on the annual fixed budget of ₹ 60,000/- per annum + GST Extra (i.e. ₹ 70800.00 for comprehensive consultancy on taxation matters up to Departmental Appeal Level.
- Case-Wise Representation Fee Structure [Item (ii)]: Bidders are required to accept the fixed fee schedule for pleading/representation beyond Departmental Appeal Level (₹10,000/- + GST Extra per case OR ₹12,000/- + GST Extra total for similar cases involving multiple units/years) purely on a compliance basis. Item (ii) shall not form part of the primary bidding price evaluation on GeM and will be payable on an actual, as-and-when-required basis upon specific assignment.

vii. The following Annexure/Formats is to be attached with firm's seal and signature during submission of bid.

- Scope of works including No Blacklisting/Non-Debarment Declaration
- Annexure-A - Tender Terms and Conditions.
- Format-I - Bidders General Information.
- Format-II - Declaration for "One Bid Per Bidder".
- Format-III - Details of Financial Capability of Bidder.
- Format-IV - Undertaking of Acceptance For Fixed Budget

If any firm fails to upload the above documents during bid submission, then the offer of the said firm is likely to be rejected.

viii. The Financial bid of only highest ranked bidder shall be opened subject to confirmation of acceptance of the fixed budget amount without any deviation or conditionality.

ix. Payment Terms: Payment will be made to the firm on half yearly basis, based on invoice received and Job Completion certificate issued by F&A of the Unit for the said period. Payment for Tribunal level cases will be made on completion of case and receipt of final order/verdict in the matter. As such the Contract will be completed on issuing of final Job completion certificate, only after filing of all the tax returns (GST, TDS etc.) for the financial year completed on or before the contract end date.

x. Supply Order may be short close if the requirement no longer exists at GCF end by issuing a prior notice of 15 days.