

## Bid of Engagement of Chartered Accountant in Cantonment Board Chakrata

### General Terms and Conditions

Cantonment Board Chakrata invites application for hiring the services of Government Recognized/Registered Chartered Accountants/Service Provider through Government E Market Portal of Govt. of India ( <https://gem.gov.in> ) for **“ENGAGEMENT OF CHARTERED ACCOUNTANT FOR THE WORK OF ABAS (ACCRUAL BASED ACCOUNTING SYSTEM, TDS,INCOME TAX& GST WORK PERTAINING TO CANTT BOARD CHAKRATA.**

Details for the e-tender are as under

Description	: “ENGAGEMENT OF CHARTED ACCOUNTANT FOR THE WORK OF ABAS (ACCRUAL BASED ACCOUNTING SYSTEM, TDS, INCOME TAX& GST WORK PERTAINING TO CANTT BOARD CHAKRATA)”
Tender Reference Number	: <b>6/10/ABAS/2013/Chakrata/II</b>
Tender Type	: <b>GEM- Bid (Open)</b>
Tender Category	: <b>Outsourcing of Chartered Accountant Services</b>
Form of Contract/Tender	: Fixed Rate
Estimates	: Rs. <b>7.20 Lakh (Rs. Seven Lakh twenty thousand only)</b>
EMD	:Rs. 14400.00 (Rs. Fourteen thousand four hundred only) (Deposit through echhawani portal ( <a href="https://echhawani.gov.in">https://echhawani.gov.in</a> ) (Exemption allow for EMD as per Govt. of India orders for MSME/NSIC etc on production of required certificate)
Validity of contract	:Two years from the date of agreement.
Period of work/Engagement	: <b>02 years</b> (The contract term can be extended by the Board upto 2 year at a time and contract can be extended for maximum 04 years)
Essential Experience	: <b>The Bidder/CA/Firm should have experience in ABAS in Cantonment Boards subject to minimum 2 FY Years(Accrual Based Accounting System in Cantonment Board) CBAR 2020.</b>
Place of Work	: Onsite/Offsite. (Chartered Accountant required to be visit Cantonment Board Chakrata 2-4 times in a month as per requirement of this office). No traveling allowances will be provided for visiting this office if CA not resides in Chakrata Cantt.
Last date on GEM Portal	: <b>16-12-2023</b> at Time display on GEM Portal.

Dated: 25 November, 2023

  
(R.N. Mandal)  
Chief Executive Officer  
Cantonment Board Chakrata

  
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Acctt

## GENERAL INFORMATION

### **ENGAGEMENT OF CHARTED ACCOUNTANT FOR THE WORK OF ABAS (ACCRUAL BASED ACCOUNTING SYSTEM, TDS, INCOME TAX & GST WORK PERTAINING TO CANTT BOARD CHAKRATA)"**

1. Soft copy of tender documents and all other required documents/forms/annexure may be viewed on the website <https://chakrata.cantt.gov.in> all bidding process will be done on GEM website i.e. ( <https://gem.gov.in> )
2. Cantonment Board Chakrata shall not be responsible in any way for any delay due to link failure/internet problem etc. in respect of submission/receipt of any documents or submission of e-bid.
3. The Cantt Board/CEO reserve all the rights to accept or reject any tender/Bid without assigning any reason thereof.
4. Tenderer shall be deemed to have full knowledge of all relevant documents, working conditions and such other conditions which effect entire work.
5. The submission of tender/Bid by the tenderer implies that he/she has read, understood and agreed to abide by all the terms and conditions stipulated in the tender documents which will form part and parcel of the contract agreement to be executed between the Cantonment Board Chakrata and successful tenderer.
6. The tender/Bid submitted by any person indebted to the Cantt. Board, will not be entertained.
7. The contractor should be careful in quoting the rates. No representation/request etc will be considered regarding changing the same under any circumstances once the tender/Bid is uploaded.
8. Any other information may be obtained from the office of the Cantonment Board Chakrata, Distt- Dehradun-248123 office hours on all working days on phone no 01360-272220 or email id [ceochak-stats@nic.in](mailto:ceochak-stats@nic.in)
9. Corrigendum(s)/Amendment(s)/Addendum(s) to this bid, if any, would appear only on the above mentioned website <https://gem.gov.in> and will not be published elsewhere. The bidders shall be responsible for the same from time to time.
10. Chakrata Cantonment Board shall not be responsible for any technical problem/delay with website or server failure etc. if any.
11. No further discussion/interference will be allowed to bidders whose bids have been disqualified. Chakrata Cantonment Board/CEO reserves all the rights to accept or reject in part or full any or all the bids/Tenders without assigning any reasons whatsoever.

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12. Chakrata Cantonment Board will not entertain any claim of any nature, whatsoever including any claim seeking expenses in relation to the preparation of bid or any other expense till award of contract.

13. Tender/Bid will only be construed as accepted and approved after final decision of the Cantt. Board.

14. The contractor/engaged agency/CA shall pay all applicable taxes & charges (EPF/ESI etc.) and fees which are payable to Cantt. Board or are levied under the relevant Government notifications/rules/guidelines/orders.

15. In case any manpower is engaged by the CA/ service provider/ agency for assistance in subject work, Cantt Board shall have no responsibility/ liability in this regard and the CA/ service provider shall be solely responsible for the same. There shall be no employer- employee relationship between engaged person(s) and the Cantt Board. The engaged CA/manpower will not work in inebriated/intoxicated state. Police verification/ character certificate of the engaged agency/CA/Manpower shall be the responsibility of contractor/bidder.

16. The successful tenderer/bidder will be assigned ABAS/Income tax/GST related work of Cantt Board Chakrata as per requirement. In case of any damage/loss of office record/property/life due to act(s) of omission/commission or negligence etc by the tenderers/contractor/engaged employee(s), responsibility will be that of Contractor/CA and action as deemed fit shall be taken by the CEO/Cantt Board against engaged CA/tenderers.

17. Chartered Accountant is required visit Cantonment Board Chakrata 2-4 times as per requirement of this office.



(R.N. Mandal)

**Chief Executive Officer  
Chakrata Cantt**



**ENGAGEMENT OF CHARTED ACCOUNTANT FOR THE WORK OF ABAS  
(ACCRUAL BASED ACCOUNTING SYSTEM, TDS, INCOME TAX& GST WORK  
PERTAINING TO CANTT BOARD CHAKRATA)”**

**Terms and conditions**

**Scope of Work:-**

The scope of work includes **ENGAGEMENT OF CHARTED ACCOUNTANT FOR THE WORK OF ABAS (ACCRUAL BASED ACCOUNTING SYSTEM,TDS,INCOME TAX& GST WORK PERTAINING TO CANTT BOARD CHAKRATA).**

The scope of work includes Checking, rectification of day to day entries in ABAS, Depreciation, Calculation, Guidance to Cantt. Board staff and finalization of ABAS Data of Chakrata Cantonment Board as per the Rule mentioned in Cantonment Board Accounts Rules 2020 (CBAR 2020) (as amended up to date). The engaged CA will have to attend out of station trainings/meeting as on the subject matter. It also includes finalization / certification of all reports like balance sheet, receipt and payment register, income expenditure, trial balance, security registers, bank reconciliation statement (BRS) generated by ABAS System and furnishing of certificates required by the Cantt. Board/CEO/Higher Authorities. CA will also need to check and verify the manual registers mentioned in CBAR 2020 (as amended up to date). Filing of TDS returns of Cantt Board Office including employees and contractors, Filing of Income Tax Return of Cantt Board Chakrata, GST returns, processing for GST refund etc. is also included in the scope of work. No additional charges will be paid for any advice, consultancy in r/o ABAS, TDS, Income Tax and GST

**Note:- Chartered Accountant is required visit Cantonment Board Chakrata 2-4 times as per requirement of this office.**

1. The Cantt Board/CEO reserve the right to accept or reject any tender/bid(fully/partially) without assigning any reason thereof. The Bidder/CA/Firm should have experience in ABAS in Cantonment Board (Accrual Based Accounting System in Cantonment Board) CBAR 2020.Average annual turnover of the bidder for past 3 year will be Rs.10 lakh.
2. Chartered Accountant/Service Provider shall have complete knowledge about all guidelines, rules regarding Accounting principles pertaining to the subject matter.
- 3.. The submission of tender by the Chartered Accountant/Service Provider implies that he/she has read, understood and agreed to abide by all the terms and conditions stipulated in the tender documents which will form part and parcel of the contract agreement to be executed between the Cantonment Board Chakrata and successful tenderer/Chartered Accountant/Service Provider.
4. The Chartered Accountant /Service provider submitting the tender should be authorized signatory.
5. The rates once quoted in the tender shall be final and no request for any correction/amendment will be acceded after its formal submission.
6. An agreement on Non Judicial Stamp paper of appropriate value will be executed between the Successful Tenderer/Chartered Accountant/Service Provider &Cantonment Board Chakratafor which the expenditure incurred to this effect will be borne by the Successful Tenderer/Chartered Accountant/Service Provider. The successful CA/Firms required

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depositing 3% amount of overall contract value through echhawani portal (<https://echhawani.gov.in>) as security deposit before signing of agreement. (Security deposit amount will be decided as per Govt of India order and its amendment time to time).

7. Any related information on the matter may be obtained from the office of the Cantonment Board Chakrata during office hours on all working days.

8. The terms & conditions duly executed in contract agreement shall be strictly adhered to and any deviation/breach of term conditions shall entail immediate termination of contract/work order and the Security Deposit submitted against this tender shall liable to be forfeited without assigning any reasons whatsoever.

9. The submission of a tender by a Chartered Accountant/Service Provider implies that he has read this notice and the related terms & conditions of contract agreement.

10. In case of any dispute, the decision of CEO/Cantonment Board shall be final and the Successful Tenderer/Chartered Accountant/Service Provider shall not be entitled to file suit in any court of law.

11. The Chief Executive Officer/Cantonment Board Chakrata reserve the rights to remove/reduce/increase the scope of work at any time without assigning any reason.

12. The Successful Tenderer/Chartered Accountant/Service Provider will not be authorized for sub-letting the work to any other agency.

13. The Successful Tenderer/Chartered Accountant/Service Provider will be responsible for successful completion of the work, in case of any failure strict action as per the terms and conditions of contract agreement shall be contemplated against defaulting Chartered Accountant/Service Provider/agency.

14. The Contract agreement executed between the contracting agency & Board shall be valid for 02 year w.e.f date of execution of contract. The contract term can be extended by the Board for upto 2 year at a time, of contract can be extended for maximum 04 years.

15. That Chartered Accountant/Service provider shall be bound to complete the assigned work strictly within scheduled date and time of work order and also as per the terms and conditions of the Contract Agreement.

16. The contract period will not be increased or decreased, except in special circumstances, Board will consider the matter for further action. The Chartered Accountant/Service Provider shall deliver all rights and support to shift the software from one hosting to any other hosting service provider. This clause shall be without prejudice to the Rights of the Cantt. Board.

17. In case of any complaint regarding deficiency in work the same shall have to be complied immediately failing which the contract is liable to be cancelled at the discretion of the CEO/Cantt. Board, Chakrata Cantt. Penalty @ Rs. 500/- per day per worker can also be imposed by the CEO and the CA/ Service provider/ agency can also be blacklisted.

18. In case of any dispute regarding the mis-interpretation of any clause of the contract agreement, the decision of the C.E.O/Board shall be final and binding upon the Chartered Account/Service provider.

19. It will be the prerogative of CEO/Board to revoke this contract at any time during the currency of the agreement if any breach of terms and conditions of the agreement, is reported by the concerned staff.

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20. Payment will be made to the Chartered Accountant/Agency/Contractor for the month in which actual work is being done. In the months that CA/ Contractor is not working for some days/ entire month, payment will be deducted accordingly. CA/ Contractor do not reserve rights to claim the payment for the entire period of engagement.
21. CA should be competent enough to check and finalize all the data/reports of ABAS System within in 15 days after completion of data entry.
22. CA will be entitled to T.A./D.A as admissible as per rules and extant directions of higher authorities for outstation meetings/trainings.
23. CA/Service provider shall not quit the work without given 03 months prior notice to CEO/Board/Competent Authority.
24. Bidder should note that rates quoted in GEM portal will be excluding from GST. The GST will be to the bidders as per order/instructions of Govt. of India issued time to time.
25. TENDER WILL BE AWARDED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 AND ITS AMENDMENT.



(R.N. Mandal)  
Chief Executive Officer  
ChakrataCantt



### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	16-12-2023 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	16-12-2023 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Defence
<b>Department Name/विभाग का नाम</b>	Department Of Defence
<b>Organisation Name/संगठन का नाम</b>	Dg Of Defence Estate
<b>Office Name/कार्यालय का नाम</b>	*****
<b>Item Category/मद केटेगरी</b>	Hiring of Consultants - Per Person Per Month Based - Functional Consultants; Finance& Accounts; CA; NA
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s) 1 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	10 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	2 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,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

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	720000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	14400

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

#### Beneficiary/लाभार्थी :

Chief Executive Officer  
Cantonment Board Chakrata, Department of Defence, DG of Defence Estate, Ministry of Defence  
(Chief Executive Officer Chakrata Cantt)

#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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 / Public Listed Company. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[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.
6. 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.
7. 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.

#### **Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Specific Experience in Desired Field of Consultancy:**The Bidder/CA/Firm should have experience in ABAS in Cantonment Boards subject to minimum 2 FY Years(Accrual Based Accounting System in Cantonment Board) CBAR 2020.

**Extendability of contract requirement:**The Bidder/CA/Firm should have experience in ABAS in Cantonment Boards subject to minimum 2 FY Years(Accrual Based Accounting System in Cantonment Board) CBAR 2020.

**Penalties:**The Bidder/CA/Firm should have experience in ABAS in Cantonment Boards subject to minimum 2 FY Years(Accrual Based Accounting System in Cantonment Board) CBAR 2020.

**Last 3 years average business revenue from consulting:**2 FY Years Accrual Based Accounting System in CBAR

**Number of Consultants on payroll of firms:**2 FY Years Accrual Based Accounting System in CBAR

**Number of projects completed in India having similar scope & size of proposed project under hiring:**2 FY Years Accrual Based Accounting System in CBAR

**Scope Of work:**[1700914852.pdf](#)

**Profile of Consultants:**[1700914856.pdf](#)

**Pre-qualifications Criteria:**[1700914863.pdf](#)

**Document Matrix describing period of hiring of different consultants along with corresponding start and end date of engagement duration:**[1700914865.pdf](#)

**Hiring Of Consultants - Per Person Per Month Based - Functional Consultants; Finance& Accounts; CA; NA ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Consulting Category/ Stream	Functional Consultants
Consultant's Profile	Finance& Accounts
Indicative generic Qualification of consultants/ resources/ SME	CA
Proof of Concept (POC) Required	NA
Total Experience of Consultants/ Resources (in Years)	1 to 3 Year
Deployment of Consultants/Resource	Hybrid
Certifications	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Required Expertise of Consultant in the Subject Matter/Sub-Sector	The Bidder/CA/Firm should have experience in ABAS in Cantonment Boards subject to minimum 2 FY Years(Accrual Based Accounting System in Cantonment Board) CBAR 2020
Required Educational Qualification of Consultants	CHARTED ACCOUNTANT
Position of the Consultant	CHARTED ACCOUNTANT

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी**



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Consultants / SMEs	Additional Requirement/अतिरिक्त आवश्यकता
1	*****	*****DEHRADUN	1	<ul style="list-style-type: none"> <li>Duration of Hiring of Consultant/SME in months During the Contract Period : 24</li> </ul>

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

### 1. Generic

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

### 2. Purchase Preference (Centre)

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

### 3. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

### 4. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local

value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

#### **5. Purchase Preference (Centre)**

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

#### **6. Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**