

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                                                                                                              | 16-10-2026 11:00:00                                                                                                                                                                                                                               |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                                                                                                                             | 17-10-2026 11:00:00                                                                                                                                                                                                                               |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                                                                                                                | 90 (Days)                                                                                                                                                                                                                                         |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                                                                                                                | Ministry Of Defence                                                                                                                                                                                                                               |
| विभाग का नाम / Department Name                                                                                                                                                                                             | Department Of Military Affairs                                                                                                                                                                                                                    |
| संगठन का नाम / Organisation Name                                                                                                                                                                                           | Indian Army                                                                                                                                                                                                                                       |
| कार्यालय का नाम / Office Name                                                                                                                                                                                              | *****                                                                                                                                                                                                                                             |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                                                                                                                                                     | HOD Email id : cez12-mes@nic.in<br>Buyer Email id: buyer2895.ia.up@gembuyer.in                                                                                                                                                                    |
| वस्तु श्रेणी / Item Category                                                                                                                                                                                               | Non IT Professional Service (version 2) - Finance and Accounting; Tax Accountant                                                                                                                                                                  |
| 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                                                                                                           | 3 Year (s)                                                                                                                                                                                                                                        |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover                                                                                                     | No                                                                                                                                                                                                                                                |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover                                                                                               | No                                                                                                                                                                                                                                                |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                                                                                                                             | Experience Criteria, Certificate (Requested in ATC)<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                            |

| बिड विवरण/Bid Details                                                                                                                            |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b> | 3                                 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>                       | 5                                 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>                                                             | 3                                 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                               | Yes                               |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                 | H1-Highest Priced Bid Elimination |
| 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                | 3 Days                            |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                               | Total value wise evaluation       |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                 | No                                |
| सुलह खंड/Mediation Clause                                                                                                                        | No                                |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 18                  |

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

#### लाभार्थी /Beneficiary :

Chief Engineer Lucknow Zone  
Chief Engineer Lucknow Zone, Department of Military Affairs, Indian Army, Ministry of Defence, 17 Cariappa Marg, Cantonment, Lucknow, Uttar Pradesh, Pin 226004  
(Chief Engineer)

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

**एमआईआई अनुपालन/MII Compliance**

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$           | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 100 |

1. 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.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within  $L-1+ 15\%$  (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required****Additional Scope of Work:**[1789716502.pdf](#)**Additional SLA and Terms & Conditions along with approval from Competent Authority:**[1789716508.pdf](#)**Specific experience in the selected domain:**[1789716513.pdf](#)**Non IT Professional Service (version 2) - Finance And Accounting; Tax Accountant ( 1 )****तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification  | मूल्य/ Values                     |
|-----------------------|-----------------------------------|
| <b>कोर / Core</b>     |                                   |
| Domain Name           | Finance and Accounting            |
| Resource Profile      | Tax Accountant                    |
| Certifications        | Certified Public Accountant (CPA) |
| Qualification         | CA                                |
| Years of Experience   | 4-6                               |
| Deployment location   | Hybrid                            |
| <b>एडऑन /Addon(s)</b> |                                   |

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

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|----------------------------------------------------------------------------|----|

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address  | संसाधनों की मात्रा / Number of resources to be hired per month | अतिरिक्त आवश्यकता /Additional Requirement                                                           |
|----------------|---------------------------------------------------------|--------------|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1              | *****                                                   | *****LUCKNOW | 1                                                              | <ul style="list-style-type: none"><li>Number of months for which service to be hired : 12</li></ul> |

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

1. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. **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.

6. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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**HIRING OF CONSULTANT FOR E-TDS FILLING AND ALLIED SERVICE**  
**S**

1. HQ Chief Engineer Lucknow Zone requires availing services of Chartered Accountant Firm for Salary Sec of E7 (Administration) and for PAO for preparation of under mentioned documents required by Income Tax Department.

(a) **E7(Adm).** As an employer org, HQ Chief Engineer Lucknow Zone prepares and requires following documents for Civil Defense Employees: -

- (i) Submission of Salary Return (26Q1, 26Q2, 26Q3).
- (ii) Submission of Salary-cum-annual returns 26Q for the fourth quarter.
- (iii) Generation of Form-16
- (iv) Uploading Charges.
- (v) Revised return charges

(b) **PAO.** Submission of Form 26 Q (Quarterly Basis) and GST filing against GeM/E- tender.

2. As brought about above it is recommended that an AMC service of a Chartered Accountant may be availed. The AMC shall be valid for a period of 365 days from date it is signed by both parties of the AMC. The AMC may be terminated by the Department by giving one month's advance notice to the firm.

3. **Terms & Conditions For** . Comprehensive Service contract placed through GeM shall be governed by following set of Terms and Conditions.

- (a) General terms and conditions for Goods and Services.
- (b) Service Specific STC of Services as defined in Service Catalogue which includes SLA for the Service or Service for a product.
- (c) BID/Reverse Auction specific ATC.
- (d) Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service.

(e) **Agreement Overview.** This Agreement represents a Special T

terms and Condition and also includes the specific Service Level Agreement ('SLA') between the Buyer and the Annual Comprehensive maintenance Service Provider Agency. This outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

(f) **Objective And Goals.** The objective is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals are to: -

- (i) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- (ii) Present a clear, concise and measurable description of service provision to the customer.

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- (iii) Depict Terms and Conditions of the service for all the involved stakeholders.
- (iv) To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement. The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

(g) **Stakeholders.** Following are the stakeholders.

- (i) Buyer / Consignee.
- (ii) Service Provider or Annual maintenance Contract Service Provider

(h) The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.

ditions. It is assumed that all stakeholders would have read and understood the same.

(j) **Scope of the services.** Scope of the service includes under mentioned filings for the FY 2026-27.

- (i) Submission of Salary Return (26Q1, 26Q2, 26Q3).
- (ii) Submission of Salary-cum-annual returns 26Q for the fourth quarter.
- (iii) Generation of Form-16
- (iv) Uploading Charges.
- (v) Revised return charges
- (vi) Submission of Form 26 Q (Quarterly Basis) and GST filing against GeM/E-tender.

(k) **Buyer Obligations.**

- (i) Buyer will provide the required details for information to the prospective service provider after finalization of bidding.
- (ii) Nodal Officer. Buyer will nominate a Nodal officer from user organization to coordinate with Service Provider to facilitate proper co-ordination.
  - (aa) Staff Officer Administration. With respect to documentation as mentioned in Para 1 (a).
  - (ab) Paying Authority Officer With respect to documentation as mentioned in Para 1 (b).
- (iii) Buyer Department shall ensure that the service provider or its authorized personnel gets the required access to information required for providing the services as per contract.

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(l) **Service Provider Obligations.**

- (i) The Service Provider shall ensure timely collection of data for from user office required for uploading e-filing of TDS return on the website of income tax department. The pay & allowances of Officers & Subordinate staff and the deduction made through RPB for the respective month/quarter shall be provided by the user for filling of e-TDS forms.

(ii) The discrepancies/ notices from the Income Tax Department for the quarter for which the company files returns, corrections/ revised returns would be made by the firm without any additional cost.

(iii) Services provider should have facility to enable user department to register complaints (if any) through phone call or through website or email. Service Provider can also consider maintaining a help desk in premises of consignee.

(iv) After carrying out services required certificate regarding service should be obtained from concerned nodal officer as nominated by the Buyer of user department representative.

(v) In case the Service Provider fails in providing services, Buyer can make alternative arrangements for the service, then Service Provider would reimburse the cost of such arrangements.

(vi) AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the services shall conduct themselves appropriately while dealing with the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.

(m) **Payment Terms.**

(i) The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.

(ii) Enhancement or decrease of taxes, duties or prices of components, etc will not affect the AMC rates during the entire period of AMC, no difference shall be paid or claimed as a result of the above.

(iii) No request/claim for any hike in the approved rates would be entertained under any circumstances during the period of contract.

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(n) **Breach of Contract and Termination.** The Service may be terminated by the Department by giving one month's advance notice to the firm. The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party.

(i) **Mutual consent.** The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payments of invoices raised till the time of termination including notice period.

(ii) **Breach of SLAs** The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violations of existing laws and statutory requirements, committing fraud etc. will be considered as a Major default and the contract will be cancelled immediately without giving any further notice.

(aa) Penalty to be imposed if the resolution of observation from Income Tax Department is delayed above 72 Hrs.

(ab) If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider and the amount so spent can be deducted from the bill of Services Provider/from his due amount.

(ac) Penalty will be imposed in case of failure to meet the required timeline of necessary filing on required government sites.

(ad) The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

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(o) **Penalties.**

| S No | SLA | Base Line Performance | First default | Second default | Third default and subsequent defaults |
|------|-----|-----------------------|---------------|----------------|---------------------------------------|
|------|-----|-----------------------|---------------|----------------|---------------------------------------|

|       |                                       |                                                                         |                                                                                                           |                                                                                                           |                                                                                                           |
|-------|---------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| (i)   | Delay in starting                     | AMC services to start within maximum 1 weeks from award of the contract | Termination of contract                                                                                   | -                                                                                                         | -                                                                                                         |
| (ii)  | Log Maintenance of filing             | To be submitted every qtr before payment for AMC                        | Warning to be given                                                                                       | 0.5% will be charged from the order.                                                                      | 0.5% will be charged from the order.                                                                      |
| (iii) | Delay filing                          | To be carried out within 48 hours when due.                             | 0.5% of billed amount for every day delay                                                                 | 0.5% of billed amount for every day delay                                                                 | 0.5% of billed amount for every day delay                                                                 |
| (iv)  | Notification by Income tax Department | Should be resolved within 48 hours of receipt of notification.          | 2% of billing amount for the quarter for every one day delay                                              | 3% of billing amount for quarter for every one day delay                                                  | 5% of billing amount per quarter for every one day delay.                                                 |
| (v)   | Misconduct in any manner              | No such occasion should happen                                          | Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization | Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization | Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization |

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## 8. 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 कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## **HIRING OF CONSULTANT FOR E-TDS FILLING AND ALLIED SERVICES**

1. HQ Chief Engineer Lucknow Zone requires availing services of Chartered Accountant Firm for Salary Sec of E7 (Administration) and for PAO for preparation of under mentioned documents required by Income Tax Department.

(a) **E7(Adm)**. As an employer org, HQ Chief Engineer Lucknow Zone prepares and requires following documents for Civil Defense Employees: -

- (i) Submission of Salary Return (26Q1, 26Q2, 26Q3).
- (ii) Submission of Salary-cum-annual returns 26Q for the fourth quarter.
- (iii) Generation of Form-16
- (iv) Uploading Charges.
- (v) Revised return charges

(b) **PAO**. Submission of Form 26 Q (Quarterly Basis) and GST filing against GeM/E-tender.

2. As brought about above it is recommended that an AMC service of a Chartered Accountant may be availed. The AMC shall be valid for a period of 365 days from date it is signed by both parties of the AMC. The AMC may be terminated by the Department by giving one month's advance notice to the firm.

3. **Terms & Conditions For** . Comprehensive Service contract placed through GeM shall be governed by following set of Terms and Conditions.

(a) General terms and conditions for Goods and Services.

(b) Service Specific STC of Services as defined in Service Catalogue which includes SLA for the Service or Service for a product.

(c) BID/Reverse Auction specific ATC.

(d) Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service.

(e) **Agreement Overview**. This Agreement represents a Special Terms and Condition and also includes the specific Service Level Agreement ('SLA') between the Buyer and the Annual Comprehensive maintenance Service Provider Agency. This outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

(f) **Objective And Goals**. The objective is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals are to: -

- (i) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- (ii) Present a clear, concise and measurable description of service provision to the customer.

(iii) Depict Terms and Conditions of the service for all the involved stakeholders.

(iv) To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement. The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

(g) **Stakeholders.** Following are the stakeholders.

(i) Buyer / Consignee.

(ii) Service Provider or Annual maintenance Contract Service Provider

(h) The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non- adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same.

(j) **Scope of the services.** Scope of the service includes under mentioned filings for the FY 2026-27.

(i) Submission of Salary Return (26Q1, 26Q2, 26Q3).

(ii) Submission of Salary-cum-annual returns 26Q for the fourth quarter.

(iii) Generation of Form-16

(iv) Uploading Charges.

(v) Revised return charges

(vi) Submission of Form 26 Q (Quarterly Basis) and GST filing against GeM/E-tender.

(k) **Buyer Obligations.**

(i) Buyer will provide the required details for information to the prospective service provider after finalization of bidding.

(ii) Nodal Officer. Buyer will nominate a Nodal officer from user organization to coordinate with Service Provider to facilitate proper co-ordination.

(aa) Staff Officer Administration. With respect to documentation as mentioned in Para 1 (a).

(ab) Paying Authority Officer With respect to documentation as mentioned in Para 1 (b).

(iii) Buyer Department shall ensure that the service provider or its authorized personnel gets the required access to information required for providing the services as per contract.

(l) **Service Provider Obligations.**

(i) The Service Provider shall ensure timely collection of data for from user office required for uploading e-filing of TDS return on the website of income tax department. The pay & allowances of Officers & Subordinate staff and the deduction made through RPB for the respective month/quarter shall be provide by the user for filling of e-TDS forms.

(ii) The discrepancies/ notices from the Income Tax Department for the quarter for which the company files returns, corrections/ revised returns would be made by the firm without any additional cost.

(iii) Services provider should have facility to enable user department to register complaints (if any) through phone call or through website or email. Service Provider can also consider maintaining a help desk in premises of consignee.

(iv) After carrying out services required certificate regarding service should be obtained from concerned nodal officer as nominated by the Buyer of user department representative.

(v) In case the Service Provider fails in providing services, Buyer can made alternative arrangements for the service, then Service Provider would reimburse the cost of such arrangements.

(vi) AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the services shall conduct themselves appropriately while dealing with the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.

(m) **Payment Terms.**

(i) The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.

(ii) Enhancement or decrease of taxes, duties or prices of components, etc will not affect the AMC rates during the entire period of AMC, no difference shall be paid or claimed as a result of the above.

(iii) No request/claim for any hike in the approved rates would be entertained under any circumstances during the period of contract.

(n) **Breach of Contract and Termination.** The Service may be terminated by the Department by giving one month's advance notice to the firm. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party.

(i) **Mutual consent.** The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payments of invoices raised till the time of termination including notice period.

(ii) **Breach of SLAs** The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violations of existing laws and statutory requirements, committing fraud etc. will be considered as a Major default and the contract will be cancelled immediately without giving any further notice.

(aa) Penalty to be imposed if the resolution of observation from Income Tax Department is delayed above 72 Hrs.

(ab) If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider and the amount so spent can be deducted from the bill of Services Provider/from his due amount.

(ac) Penalty will be imposed in case of failure to meet the required timeline of necessary filing on required government sites.

(ad) The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

(o) **Penalties.**

| S No  | SLA                                   | Base Line Performance                                                   | First default                                                                                             | Second default                                                                                            | Third default and subsequent defaults                                                                     |
|-------|---------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| (i)   | Delay in starting                     | AMC services to start within maximum 1 weeks from award of the contract | Termination of contract                                                                                   | -                                                                                                         | -                                                                                                         |
| (ii)  | Log Maintenance of filing             | To be submitted every qtr before payment for AMC                        | Warning to be given                                                                                       | 0.5% will be charged from the order.                                                                      | 0.5% will be charged from the order.                                                                      |
| (iii) | Delay filing                          | To be carried out within 48 hours when due.                             | 0.5% of billed amount for every day delay                                                                 | 0.5% of billed amount for every day delay                                                                 | 0.5% of billed amount for every day delay                                                                 |
| (iv)  | Notification by Income tax Department | Should be resolved within 48 hours of receipt of notification.          | 2% of billing amount for the quarter for every one day delay                                              | 3% of billing amount for quarter for every one day delay                                                  | 5% of billing amount per quarter for every one day delay.                                                 |
| (v)   | Misconduct in any manner              | No such occasion should happen                                          | Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization | Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization | Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization |