



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4838033  
Dated/दिनांक : 15-04-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Commerce And Industry
Department Name/विभाग का नाम	Department Of Commerce
Organisation Name/संगठन का नाम	Government E-marketplace (gem)
Office Name/कार्यालय का नाम	Government E Market
Item Category/मद केटेगरी	Financial Audit Services - Audit report; Audit Firm
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	55000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(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 है। 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 :

Government e-Marketplace (GeM),  
Government e-Marketplace (GeM), Ministry of Commerce and Industry, Jeevan Bharti Building, 3rd floor, Tower 2  
, Connaught place, 110001  
(.)

#### 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. 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.

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.

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

**Number of Years of firm/company's existence as per ICAI certificate:**As per RFP

**Number of XX fulltime CA's required and YY professional audit staff:**As per RFP

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per the RFP	100	70	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 70

**Financial Audit Services - Audit Report; Audit Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Scope of Work	Audit report
Type of Financial Audit Partner	Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per RFP
Type of Industries/Functions	As per RFP
Frequency of Progress Report	As per RFP
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per RFP

Specification	Values
State	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Post Financial Audit Support	NA

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar	110001,2nd Floor, Jeevan Tara Building - Sansad Marg _ New Delhi	1	N/A

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

##### 1. Generic

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

##### 2. Buyer Added Bid Specific Scope Of Work(SOW)

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

#### Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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---**



2nd floor, Jeevan Tara Building, Parliament Street,  
New Delhi-110001

" Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office"  
**April 2024**

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Bid Notification and Data Sheet [BNDS] Table

Bid Inviting Authority and name of Client	Government EMarketplace
Name of the Project	"" Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office" "
Bid No	As per GeM bid document
Place of availability of Bid Documents (BIDs)	<a href="http://www.gem.gov.in">www.gem.gov.in</a>
Place of uploading of response to Bid	<a href="http://www.gem.gov.in">www.gem.gov.in</a>
EMD	As per GeM bid document
Email address to send Pre bid queries	Director-gem@gem.gov.in
All communication to be addressed to	Director-Administration GeM SPV 3 <sup>rd</sup> Floor Tower II, Jeevan Bharti Building Connaught Place New Delhi, 110001  Director-gem@gem.gov.in
PBG	As per GeM Bid document
Place for Pre-bid meeting	As per GeM bid document
Bid validity period	As per GeM bid document
Duration of Contract	The duration of the contract would be initially for 2 years which may be further extended for a period of 1 year on the same terms and conditions after mutual agreement.



Bid evaluation method	Least Cost based Selection (LCS), Cut off marks - 70
Presentation by applicant	To be informed later

## Introduction

Government e-Marketplace (GeM) is the National Public Procurement Portal for procurement of goods and services for all Central Government and State Government Ministries, Departments, Public Sector Units (PSUs) and affiliated bodies. The GeM initiative was launched on August 9, 2016, by the Ministry of Commerce and Industry, Government of India, and a Special Purpose Vehicle (SPV) by the name of Government e-Marketplace (GeM) was set up as the National Public Procurement Portal on 17th May 2017 in pursuance of the approval of the Union Cabinet accorded on 12th April 2017. GeM was incorporated as a 100% Government owned not-for-profit Private Limited Company, registered under Section 8 of the Companies Act, 2013.

The primary purpose of GeM is to increase transparency, efficiency, and inclusivity of public procurement by eliminating Buyer-Supplier interface and moving to an end-to-end, online solution. It acts as a centralized and unified public procurement platform for government Buyer organizations and suppliers of goods and services, accompanied by:

- Policy reforms for current processes of public procurement ecosystem
- Driving Inclusiveness and Ease of Doing Business (EoDB) with the government (especially for smaller organizations such as MSMEs)
- Standardization of processes backed by the regulatory framework.
- A fully automated system enabled through world-class technologies

GeM is a major transformational initiative ushering in a paradigm shift in the way Government has been managing its procurement function hitherto and has already been a recipient of multiple awards and accolades. For instance, Chartered Institute for Procurement and Supply (CIPS) has awarded GeM as the winner under the 'Best use of digital technology' category at its Excellence in Procurement awards, 2021. GeM was also named the winner of the Dun & Bradstreet India's Top PSUs Awards, 2021 in the category of "E-Governance Solutions for Public Procurement."

## SCOPE OF WORK

Intent of this RFP is to hire a professional agency as INTERNAL-CUM-CONCURRENT AUDITOR of GeM for a of two years which may be further extended for one year on the same terms and conditions after mutual agreement. The auditing period will start from 01-Apr-2024. Scope of work of agency will include the following -

- Internal cum Concurrent Audit for vouching and verification of all Accounting, Finance, Procurement, Payroll, administrative operations, process and records on periodical basis and confirm its accuracies in accounting/preparation of books of accounts. Any deficiency (ies) to be reported together with provision of handhold support/advise in implementation of remedial measures, as required and preparation for SOP of remedial measures provided on deficiency(ies).
- An element of risk-based (Internal control and internal financial control) auditing has been made a part of the scope of Internal Audit. Any deficiency (ies) to be reported together with provision of handhold support/advise in implementation of remedial measures, as required and preparation for SOP of remedial measures provided on deficiency (ies).
- Provide guidance and handhold support in the preparation of financial statements for the true and fair view as per applicable accounting standards / Ind-AS and its related compliance.
- Provide guidance and handhold support during day-to-day Accounting for the transactions on which accounting as per IND-AS is applicable.
- Review of effectiveness and efficiency of HRMS Processes which may include Payroll processing, Employee related reimbursements as per company policy. Any deficiency (ies) to be reported together with provision of handhold support/advise in implementation of remedial measures, as required and preparation for SOP of remedial measures provided on deficiency (ies).
- Validation of HR compliances which includes Payroll, PF, ESIC etc. and related matters with regard to (existing or proposed changes in functionalities on GeM portal) provision of HR compliance or change in company process/ policy and provide guidance & handhold support in the implementation.
- Validation and provision for handholding support/expert opinion in all statutory compliances/audit as applicable to GeM in terms of timely and correct depositions, reporting, return filings, certificates issuance etc.
- Providing handhold support in the calculation of Advance Tax and annual income tax return and its computation.
- Validation of TDS under income tax/ TDS under GST compliance during the internal audit, Any

deficiency (ies) to be reported together with provision of handhold support/advise in implementation of remedial measures, as required.

- Support and guidance in preparation of different reconciliations for the financial preparation (Revenue Reconciliation with GST and GeM portal, 26AS reconciliations, ITC reconciliations, TDS reconciliation etc.). Review of GSTR-1 and GSTR-3B on monthly basis during the contract period
- Facilitation of tax exemption status for GeM, if applicable.
- Preparation of reply and compilation of details on a matter of reliability of Financials and any other matter/query during the statutory audit and supplementary audit received from the Statutory Auditor and CAG during the course of Audit.
- Advice to GeM Management related with day-to-day activities including but not limited to accounting, applicability of GST, eligibility of expense for the purpose of availing Input Tax Credit as per GST Act, applicability of TDS, rate of deduction of TDS, admissibility of expenses as per Income Tax Act, vetting of CSR Calculation, etc.
- Updating any change in law or compliance which is applicable to GeM and provide a SOP for the implementation of the same on time-to-time basis.
- Concurrent audit of our accounting mechanism/ process on periodic basis and recommend best suitable practices which would enable GeM to ensure that accounts/process reflect a true and fair picture.
- The understanding developed during the assignment has to be documented and presented to the management on a regular basis.

It may be noted that response for any above references by the successful agency /firm including any advice/opinion/validation etc. sought by GeM shall be provided to GeM within a period of maximum three working days.

**Evaluation Criteria:**

**Pre-Qualification Criteria-**

<b>S No</b>	<b>Bidder /Service Provider Criteria</b>	<b>Details</b>	<b>Documents to be submitted</b>
1	Company/LLP/Firm / Partnership/ Proprietorship credentials	<p>The Bidder or Service Provider should be a Practicing Chartered Accountant Firm or eligible to be appointed as Internal Auditor under Companies Act, 2013 having its permanent Head Office/Corporate Office/Branch Office in Delhi-NCR.</p> <p>The Bidder shall be Make in India compliant.</p> <p>Registered with GSTN Authorities in India</p> <p><b>Note: It may kindly be noted that the accounting agency, statutory auditor and tax consultant of the Government eMarketplace (bidding organization) appointed for/ during the period starting from 01-Apr-2024 are not eligible to participate in the bid.</b></p> <p>If the proposal is submitted by the said agency, then it will be summarily rejected during the evaluation of the current bid at any stage.</p> <p>Note-</p> <ul style="list-style-type: none"> <li>• Consortium, Joint venture and subcontracting not allowed against this RFP.</li> </ul>	<ol style="list-style-type: none"> <li>1- Certificate of Incorporation (if applicable)</li> <li>2- Copy of Registration Certificates with the GSTN Authorities</li> <li>3- Copy of PAN</li> <li>4- Latest registration certificate of the firm issued by The Institute of Chartered Accountants of India w.r.t the information related to the year of establishment of Head Office/ Corporate office, Branch Office(s), address(es), details of partners along-with their membership nos.</li> </ol>

			<p>5- Copy of Partnership deed (in case of Partnership firm)</p> <p>6- Proof of Delhi NCR location like recent year electricity bill/ water bills or rent agreement.</p> <p>7- An undertaking towards compliance Make in India on the firm letterhead signed by the firm's authorized signatory.</p>
2	Turnover requirement	<p>The Bidder should have Average annual turnover of at least 12 Lakhs in the last 3 (three) financial years (FY 2020-21, FY 2021- 22 and FY 2022-23)</p> <p>Exemption- Eligible MSE and startups will be exempted from the turnover criteria as per the GOI policy subject to meeting the quality and technical specification. The bidders are advised to submit the relevant documents in support of their claim.</p>	<p>Audited annual balance sheet reflecting the financial turnover certified by Chartered accountant with his/her stamp, signature and membership number, UDIN or Turnover certificate signed by CA with his/her stamp, signature and membership number, UDIN need to be submitted at the time of bid submission. The certificate issued by CA should not be older than 3 months from the date of opening of Bid.</p>
3	Net worth	<p>The Bidder should have positive net worth in last 3 financial years FY 2020-21, 2021-22 &amp; 2022-23)</p>	<p>Audited annual balance sheet reflecting the financial turnover and Net worth for last three years certified by Chartered accountant with his/her stamp, signature and membership number, UDIN or Net worth certificate for last three financial years signed by CA with his/her stamp, signature and membership number, UDIN need to be submitted at the time of bid submission. The certificate issued by CA should not be older than 3 months from the date of opening of Bid.</p>

4	Experience Requirement	<p>The bidder should have executed or currently executing project related to handling Internal Auditing or similar Services in the last three financial years (FY20-21, 21-22, 22-23) and the current financial year (FY23-24) up to the date of opening of the Bid for Government organizations, PSU or companies listed in BSE or NSE or Companies having turnover of 100 crore or more.</p> <p>For this purpose, the value of the executed part of every submitted contract, as specified above, should be a minimum of INR 07 lakh (Incl GST)</p> <p>In the case of ongoing contracts, payment of bills against every submitted contract as specified above, should also be at least INR 07 Lakhs (Incl GST).</p> <p>The contracts issued before the financial years defined in the RFP shall also be accepted provided these contracts are under execution or completed during the financial years defined in the RFP. The bidders who want GeM to consider such contracts must enclose their client's certificate stipulating that part/full contract quantity against such contract was executed during the last financial years and the current financial year up to the date of opening of the Bid.</p> <p>Note – Buyer reserves the right to decide the relevance or suitability of work orders submitted by bidder.</p> <p>Any internal projects of the</p>	<p><b>Documents required to assess the Past Performance of Agency (Separate certificate/documents for every contract is to be submitted):</b></p> <p>I. Contract copies along with a successful completion certificate issued by the concerned department. The completion certificate shall also indicate the payment made.</p> <p>Or</p> <p>II. Contract copies along with a CA certificate confirming receipt of payment against the contract. CA certificate should clearly indicate work order reference and payment receipt against that work order.</p> <p><b>Documents required for the ongoing contract to assess the Past Performance of Agency (Separate certificate/documents for every ongoing contract is to be submitted):</b></p> <p>I. Contract copies along with successful running certificate issued by the concerned department. Certificate shall also indicate the payment made till date of issue of certificate.</p> <p>Or</p> <p>II Contract copy along with CA certificate confirming the receipt of part payment against the contract. CA certificate should clearly indicate work order reference and payment receipt against that work order.</p> <p>Note: Bidders should not erase/deface Value, Date, name of issuing authority/client and Scope of the submitted contract/s</p>
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		<p>bidder will not be considered.</p> <p>Exemption- Eligible MSE and startups will be exempted from the experience criteria as per the GOI policy subject to meeting the quality and technical specification</p>	
5	Qualified resources on roll of agency	The agency should have at least 2 qualified Chartered accountants on its roll on the date of bid submission	Certification from HR head or Authorized signatory along with membership certificate
6	Blacklisting	The bidder should not be blacklisted/ suspended/ debarred by DOE (Department of Expenditure, Ministry of finance), Ministry of Commerce or GeM as on the date of bid submission.	An undertaking to this effect on the company letterhead signed by the firm's authorized signatory along with submission of Power of attorney of authorized signatory.



## Technical Qualification Criteria

Bidders qualified in prequalification stage will be considered for technical evaluation as per the following criteria-

S	Criteria	Description	Document required	Maximum Marks
1	Turnover	<p><b>Average Annual turnover:</b> Average annual turnover for the last 3 (three) financial years (FY 2020-21, FY 2021- 22 and FY 2022-23)</p> <p>From INR 12 lakhs up to 22 Lakhs. – 10 Marks</p> <p>Above INR 22 lakhs and up to 32 Lakh. - 15 marks</p> <p>Above INR 32 Lakhs. - 20 marks</p> <p>In case the eligible MSE /startup bidder has average annual turnover less than 12 lakhs in last three FY years as defined in RFP , then such bidder will be awarded maximum 10 Marks. However, in case any Eligible MSE/ Startup bidder is having average annual turnover of more than 22 lakhs in last three FY years, applicable marks as per the scoring criteria will be awarded to that bidder.</p> <p>If Startup companies were not in existence for the last three financial years, in that case Average annual turnover will be considered for the actual existence period.</p>	<p>Audited annual balance sheet reflecting the financial turnover certified by Chartered accountant with his/her stamp, signature and membership number, UDIN or Turnover certificate signed by CA with his/her stamp, signature and membership number, UDIN need to be submitted at the time of bid submission</p>	20
2	Similar Experience	<p>Executed or currently executing project related to handling Internal Auditing or similar Services in the</p>	<p>Marks will be assigned based on cumulative value of execution as under:</p>	30

		<p>last three financial years (FY20-21, 21-22, 22-23) and the current financial year (FY23-24) up to the date of opening of the Bid for Government organizations, PSU or companies listed in BSE or NSE or Companies having turnover of 100 crore or more.</p> <p>For this purpose, the value of the executed part of every submitted contract, as specified above, should be a minimum of INR 7 Lakhs (Incl GST)</p> <p>In the case of ongoing contracts, payment of bills against every submitted contract, as specified above, should also be at least INR 7 Lakhs (Incl GST).</p> <p>The contracts issued before the financial years defined in the RFP shall also be accepted provided these contracts are under execution or completed during the financial years defined in the RFP. The bidders who want GeM to consider such contracts must enclose their client's certificate stipulating that part/full contract quantity against such contract was executed during the last financial years and the current financial year up to the date of opening of the Bid.</p> <p>Note – Buyer reserves the right to decide the relevance or suitability of work orders submitted by bidder.</p> <p>Any internal projects of bidders will not be considered.</p> <p>*Relaxation – In absence of relevant Experience related to handling of accounting and</p>	<p>INR 7 Lakhs up to 12 Lakhs – Marks 20</p> <p>More than INR 12 lakhs and up to 17 Lakhs – Marks 25</p> <p>More than INR 17 Lakhs - Marks - 30</p>	
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		<p>financial management services, eligible MSE /startups will be awarded minimum 20 Marks. However, in case any eligible MSE/ Startup bidder has relevant experience as outlined in RFP, suitable marks as per the scoring criteria will be awarded to that bidder.</p> <p>Example- If bidder is eligible MSE /startup also having a relevant experience, in that case first experience related document will be evaluated. If the bidder scores more than 20 marks as per the scoring criteria, then that marks will be awarded to that bidder. However, if the bidder scores does not score 20 or more marks then MSE/startups relaxation will be taken into consideration and a maximum of 20 Marks will be awarded to that bidder.</p> <p>Documents submission requirement will remain same as pre-qualification criteria.</p>		
3	Qualified Manpowerer	<p>No. of qualified Chartered accountants employed with the bidder .</p> <p>Bidder declaration duly certified by Authorized signatory or Head HR on Qualified resourcesand, valid Membership Certificates shall be submitted by bidder during the bid submission.</p>	<p>2 Nos &gt;= to &lt;= 4 Nos</p> <p><b>05 Marks</b></p> <p>More than 04 Nos</p> <p><b>10 Marks</b></p>	<b>10</b>
3	Team Profile	<p>Team Profile</p> <p>Resource profile.</p> <p>1- Senior partner – Qty 1 No (Maximum Marks – 20)</p> <p>Minimum education qualification and experience</p>	<p>Resume signed by the proposed resource and certified by HR head/ Authorized signatory of the company and education/Experience /registration certificate.</p>	40.

		<p>The candidate should be a CA with more than 10 years' post qualification experience in a responsible capacity in the domain of finalization of accounts or finance or Internal audit domain.</p> <p>The offered resource will be assessed basis CV and interview.</p> <p>The resource is expected to be engaged on Hybrid model in GeM office for a minimum of 6 working days in every quarter or two working days in a month. However, GeM reserves the right to ask the resource to be physically present for coordination of any scope of work-related activity.</p> <p>Note - Any Expense made towards the physical presence in the GeM Head office during the contract period shall be borne by selected vendor.</p> <p>2- Two Senior Assistants/ Senior Consultant -Qty 02resources (10 Marks each for 02 senior assistant/ senior consultant- Total 20 Marks)</p> <p>The candidate should be Chartered Accountant with more than 1-year post-professional qualifications experience or CA Inter with more than 2 years qualification in a responsible capacity in the domain of finalization of accounts or finance or Internal audit domain.</p> <p>The offered resource will be assessed basis CV and interview.</p> <p>The resources are expected to be engaged on hybrid model for at least 12 working days each quarter or at least four working days in a month on hybrid model. However, GeM</p>		
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		<p>reserves the right to ask the resource to be physically present for coordination of any scope of work-related activity.</p> <p>Note - Any Expense made towards the physical presence in the GeM Head office during the contract period shall be borne by selected vendor.</p>		
			Total Marks	<b>100</b>

**Minimum qualifying marks for Technical Evaluation – 70**

**Proposal Evaluation**

As part of the evaluation, the proposals submitted shall be checked to evaluate whether the applicants completely meet the prescribed Pre-Qualification Criteria and meet/exceed the minimum score 70 (seventy) out of 100 (hundred) in technical evaluation in accordance with the RFP requirements. Amongst the proposals who meet the Pre-Qualification Criteria and secure minimum technical score (Shortlisted Applicant), the agency with lowest cost shall be awarded the contract subject to rate reasonability. Similarity of Project relevance to be judged by GeM SPV. Evaluation committee appointed by GeM will carry out the evaluation on the criteria and score system defined in the RFP.

**Other Terms and condition-**

- 1- The Bidder needs to quote the price(Incl GST for all operation cost to meet the objective of RFP) for 02 years in GeM price bid section. All other cost including the operational cost shall be included in final cost quoted in GeM portal itself. There will be no additional payment for any extra expenditure done by successful agency in order to meet the deliverables defined in the RFP.
- 2- Payment will be made in equal instalments on a quarterly basis subjected to satisfactory completion of work.
- 3- Agency and members deputed for this project will be required to execute NDA as per format provided in the RFP.

**Annexure 1 : Pre-Qualification Proposal Submission Form( To be submitted at the time of bid submission signed by authorized signatory)**

To, <Name and Designation- To be added by Buyer team>

<Buyer address>

Phone:

Email Id: <To be added by Buyer team>

**RFP dated <date> for " Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office "**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant Documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

- i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective originals.
- ii. This statement is made for the express purpose of appointment as **Agency** for Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office " " for the aforesaid Project.
- iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- iv. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- v. We declare that:
  - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
  - b. We do not have any conflict of interest in accordance with the terms of the RFP.
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any Bid or request for proposal issued by or any agreement entered into with Buyer or any other public-sector enterprise or any government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

- vi. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Organization for " **Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office** ". , without incurring any liability to the Bidders.
- vii. We declare that we are not a member of any other Consortium/JV applying for **Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office** " "
- viii. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- ix. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- x. We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
- xi. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and Documents is attached herewith.
- xii. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
- xiii. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We hereby submit the proposal in accordance to the terms of RFP

Yours sincerely,

Authorized signature

Name and title of signatory

Name of Firm Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

**Annexure 2 Technical Proposal Submission( to be submitted at the time of bid submission signed by authorized signatory)**

[Location, Date]

To, <Name – TO be added by Buyer team>

<Address To be added by buyer>

RFP dated <date> for " Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office "

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant Documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the bidder]. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

- i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective origin.
- ii. This statement is made for the express purpose of appointment as Agency for " **Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office** " for the aforesaid Project.
- iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  - i. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
  - ii. We declare that:
    - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
    - b. We do not have any conflict of interest in accordance with the terms of the RFP.
    - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any Bid or request for proposal issued by or any



agreement entered into with Buyer or any other public sector enterprise or any government, Central or State; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

vii. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Organization for " Appointment of INTERNAL-CUM-CONCURRENT AUDITOR for GeM office "" , without incurring any liability to the Bidders.

viii. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

ix. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

x. We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

xi. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Commercial Proposal shall be binding on us.

xii. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

(Name and seal of the Bidder/Member in Charge)

### **Annexure 3 Profile of Bidder**

(Location, Date)

Brief Profile of Bidder (in one page).

This portion is to be filled by bidder.

**Annexure 4: Average Annual Turnover of Bidder**

<to be submitted duly signed and stamped on letterhead of CA>

#	Financial years	Turnover (INR)	Net Worth ( INR)
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	Average for last three (3) years		

NOTE: Kindly provide supporting audited balance sheets, P&L statements, statutory auditor certificates, or CA certified details.

**Annexure 5 : Format for highlighting relevant experience.**

Assignment Name:	Approx. value of the Contract
Country:  Location within the Country:	Duration of assignment (months):  Start Date:  End Date:
Name of Client:	Total number of staff-months:
Address of Client:	
Description of Actual Services Provided by Your Staff:	

Supporting Documents for the above experience to be provided in terms of RFP conditions under relevant clause.

## Annexure 6 Format for submission of Resume

S. No.	Item	Bidder's Response		
1.	<b>Name of the Resource</b>			
2.	<b>Specify role to be played in the project</b>			
3.	<b>Name of Employer</b>			
4.	<b>No. of years with Current Employer</b>			
5.	<b>Total Experience (in Years)</b>			
6.	<b>Overall Experience information</b> ( <i>Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.</i> )			
	<b>Name of Employer</b>	<b>From</b>	<b>To</b>	<b>Designation/ Responsibilities</b>
6.1.				
6.2.				
7.	<b>Summarized professional experience</b> ( <i>Relevant to the Current Project</i> ) <b>in reverse chronological order</b>			
	<b>From</b>	<b>To</b>	<b>Company Project Position Relevant Functional, Technical and Managerial experience</b>	
7.1.				
7.2.				
8.	<b>Educational Background, Training Certification including institutions, % of marks, specialization areas etc.</b>			
	<b>Degree</b>	<b>Year of Award of Degree</b>	<b>University</b>	<b>% of marks</b>
8.1.				
8.2.				
9.	<b>Declaration: I hereby declare that the information provided by me in this CV is true, correct, and absolute to the best of my knowledge.</b>			
	<b>Signature of the Resource:</b>			



**Annexure 7 -NON-DISCLOSURE AGREEMENT ( To be submitted by successful bidder post award of contract . To be signed at company and individual deployed resource basis)**

This Non-Disclosure Agreement (“**Agreement**”) is entered on \_\_\_\_\_ (“**Effective Date**”) by and between Government Emarketplace (“**GeM**”) and \_\_\_\_\_.

WHEREAS

(A) GeM is a Special Purpose Vehicle [SPV] under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 company under the Companies Act 2013, having its office at 3<sup>rd</sup> Floor, Jeevan Bharti Building, Tower-2 Connaught Circus, New Delhi -110001.

(B) \_\_\_\_\_ has been engaged by GeM in order to provide \_\_\_\_\_ (“**Purpose**”) in connection with the \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, GeM and \_\_\_\_\_ hereby agree as follows.

1. In course of \_\_\_\_\_ engagement with GeM, \_\_\_\_\_ shall be exposed to Confidential, proprietary, and highly sensitive information relating to GeM. "Confidential Information" shall mean all information and data disclosed by GeM (“**Disclosing Party/ Discloser**”) to \_\_\_\_\_ (“**Receiving Party**”), or any information \_\_\_\_\_ becomes aware of / obtains /possess during his/her engagement with GeM, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to;
  - (a) intellectual property
  - (b) trade secrets;
  - (c) proprietary information related to the current, future, and proposed products and services of the Disclosing Party including, without limitation, technical data, research, mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software codes and designs, software programs, software source documents, and formulae, its information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists/information, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, price lists, pricing methodologies, cost data, market share data, licenses, contract information, business plans, financial forecasts, historical financial data, budgets, GeM transactions data, demographic details, information regarding third parties or other business information disclosed by GeM either directly or indirectly, whether in writing, electronically, orally, or by observation.
  - (d) information and physical material not generally known or available outside GeM and information and physical material entrusted to GeM in confidence by third parties.

- (e) Inventions such as discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon created or developed by the Receiving Party. You understand that "Inventions" means any and all Inventions that you may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the contract.
  - (f) such other information which by its name or the circumstances of its disclosure is confidential. All Confidential Information provided by the Disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
2. The Recipient agrees that at all times it shall: (a) will hold in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing Party, and (b) will use the Confidential Information only for the Purpose defined in this Agreement; (c) not reproduce Confidential Information in any form except for the Purpose; (d) not use the Confidential Information to make, have made or sell any products or services that compete with any of Disclosing Party's products or services or to exploit commercially and to derive profit and (e) not reverse engineer, decompile, or disassemble any Confidential Information.
  3. The Recipient agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. The Recipient shall immediately notify the Disclosing Party, in writing, upon discovery of any threatened breach, actual loss, or unauthorised disclosure of the Confidential Information.
  4. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence by a third party subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) it was developed by employees or agents of the Recipient independently of and without use or reference to any Confidential Information communicated to the Recipient by the Disclosing Party; or (f) it is required to disclose pursuant to an order of a duly empowered government agency or a court of competent jurisdiction ,provided due notice and an adequate opportunity to intervene is given to the Disclosing Party , unless such notice is prohibited by such order.
  5. Upon completion of the Term of this agreement or upon termination or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the Confidential Information and all copies thereof, or certify the destruction thereof.
  6. The Parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights to the Recipient, by license or otherwise, to any Confidential Information of the



Disclosing Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right in connection therewith. The Recipient shall not derive any profit from the use of the Confidential Information in an unauthorised manner to the exclusion of the Disclosing Party.

7. The Confidential Information shall not be reproduced in any form except in accordance with the provisions of this Agreement. Any reproduction of any Confidential Information by the Recipient shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorised in writing by the Disclosing Party.
8. The Recipient acknowledges that its breach of the Agreement may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
9. The Recipient acknowledges that all documents, including but not limited to any data, analysis, reports, statements, flowcharts, ideas, or any other material prepared by it using the Confidential Information or based on the information provided by GeM is work made for hire ("Work Product"). The Receiving Party shall not use the Work Product for any other purpose or share with a third party without the prior written consent of GeM. Recipient shall be liable for claims against GeM for losses or damages arising out of such unauthorised use or disclosure and shall indemnify and keep indemnified GeM against any such claims.
10. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both Parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the Agreement will continue in full force and effect. The Recipient hereby acknowledges that no remedy at law will afford Discloser adequate protection against or appropriate compensation for breach of Recipient's obligations under this Agreement. The Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.
11. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of GeM.
12. This Agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.
13. Term: This Agreement shall continue in full force and effect for a term of \_\_\_\_\_ from the Effective Date ("**Term**"). The termination of this Agreement shall not relieve the Recipient of its obligations with respect to Confidential Information disclosed under this Agreement. This confidentiality obligation of the Recipient shall prevail over any conflicting term in any other document executed between the Parties, unless otherwise specified.

IN WITNESS WHEREOF, the Parties hereto have caused this Non Disclosure Agreement to be executed by their duly authorized officers or agents on the date first set out above.

For Government EMarketplace

For \_\_\_\_\_

Authorized Signatory

**Annexure 8 Self-certification of Minimum Eligibility and of not being blacklisted.**

[Location, Date]

We confirm that our Company/firm, <*Name*>, as of the date of submission of the bid is not blacklisted/Suspended by GeM/Ministry of commerce as well as Department of Expenditure in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,  
Name & Designation of the Authorized Signatory

**Annexure 9.** Format for Self-Certification under Preference to “MAKE IN INDIA” Policy

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are complying the make in India guidelines and our local content is.....% against this RFP.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory.

**Annexure 10 : Format for sending pre-bid queries**

*(To be submitted on the Letterhead of the applicant)*

Applicants requiring specific points of clarification may communicate with GeM during the specified period using the following format:

<b>APPLICANT’S REQUEST FOR CLARIFICATION / PRE-BID QUERIES</b>			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax, and email
			Tel:
			Fax:
			Email:
	Bidding Document	Content of RFP requiring Clarification	Points of clarification Required
S.N	Reference(s) (section number/ page)		
1			
2			

*Note:*

- The name of the organization and the date should appear in the header of each page.
- The above queries should be sent in Word or Excel format only to the email address mentioned in the “Bid notification and data sheet table”

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of applicant:

**Other Clause.**

**A) TERMINATION OF CONTRACT:**

1. Termination for Convenience: GeM may terminate the contract by giving three (3) months’ notice to the Agency without assigning any reason whatsoever.

2. Termination for Default:

- i. The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the Agency. The Events of Default as mentioned above may include, inter-alia, the following:
  - a. If the Agency fails to deliver any or all of the services mentioned in the Scope of Work, or
  - b. If the Agency has exceeded cap on any Liquidated Damages, or
  - c. If the Agency fails to conform with any of the service / technical specifications and or legal and commercial aspects as set out in the RFP or Agreement, or
  - d. If there is any willful misconduct or gross negligent on part of the Agency or any of its sub-contractors/ team members/ agents/ representatives/ employees, etc. or
  - e. If the Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP, and this Agreement, or
  - f. If there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency, or
  - g. The Agency or their team has failed to comply with or is in breach or contravention of any Applicable Laws, or
  - h. There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons solely attributable to the Agency, or
  - i. If it comes to knowledge of GeM that the Agency or any of their personnel or their sub-contractors or sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
  - j. Quality of Deliverables and services by the Agency is consistently not to the satisfaction of GeM
    - ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, GeM shall issue a notice of default to the Agency, setting out specific defaults/deviances/omissions and providing a period of up to 7 (seven ) days to enable the Agency to remedy such defaults/deviances/omissions.
    - iii. Where despite the issuance of a default notice to the Agency by GeM, the Agency fails to remedy the default to the reasonable satisfaction of GeM, GeM may, where it deems fit, terminate the agreement with immediate effect by issuing a termination notice to the Agency.
    - iv. Upon issuance of termination notice by GeM, GeM shall be entitled to suspend all corresponding and relevant payments to the Agency under the Agreement (except for the work which have been successfully completed by the Agency at the time of issuance of Notice of Default).
    - v. GeM shall be further entitled to forfeit and invoke the performance security and other Guarantees furnished by the Agency, enforce indemnity provisions, recover such other costs/losses and other amounts from the Agency which may have resulted from such default and pursue such other rights and/or remedies that may be

available to GeM under law.

vi. Nothing herein shall affect the continued obligation of the Agency to perform all their obligations and responsibilities under the Agreement in an identical manner as were being performed before the occurrence of the default.

vii. In the event, GeM terminates the agreement in whole or in part owing to any event of default, GeM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Service Provider shall be liable to GeM for any excess costs for such similar services.

## **B) EFFECTS OF TERMINATION**

a. In the event of expiry of the Term or termination of this Agreement due to any cause whatsoever, the Agency shall comply with the Exit Management Schedule /Plan submitted by the Agency and has been accepted by GeM.

b. Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the Agency, GeM shall pay the Agency the amount due and payable up to the date of effective date of notice of default.

c. Any and all payments under this clause shall be payable only after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of GeM.

d. In case of expiry of the Agreement, the last due payment shall be payable to the Agency after the Service Provider has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of GeM.

e. Without prejudice any other rights, GeM may retain such amounts from the payment due and payable by GeM to the Service Provider as may be required to offset any losses caused to GeM as a result of any act/omissions of the Service Provider.

## **C) INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **General Indemnity**

The Agency shall indemnify, hold harmless and defend, GeM from and against all claims, actions, liabilities, losses, damages, and expenses (including legal expenses) incurred by GeM, which arise, directly or indirectly, out of or in connection with the performance of the Services by the Agency including any defect, fault, deficiency in the applications/system developed and or maintained by the Agency or any of its sub- contractors, agents, etc. attributable to Indemnifying Party or any of its sub-contractors etc. act or omission. It is clarified that the Indemnifying Party shall also indemnify, hold harmless and defend the Indemnified Party from all claims, actions, liabilities, losses, damages, and expenses (including legal expenses) incurred by the Indemnified Party on account of any breach, defect, default of its sub-contractor/employees/agents, etc

### **D) LIMITATION OF LIABILITY**

1. The liability of the Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the higher of total value of the Contract. Except for damages arising from

gross negligence and willful misconduct, in no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. The limitation set out in this Clause will not apply to the liability of the Agency to the extent such liability results from Agency's breach of its confidentiality obligations.

2. Notwithstanding anything contained in the foregoing, the liability cap for the Agency shall not be applicable to (a) the indemnification obligations, (b) breach of confidentiality obligations, and (c) any damages arising out of gross negligence and willful misconduct of the Agency or its sub-contractors/ employees/ agents/ consultants, etc.

#### **E) DISPUTE RESOLUTION**

##### **1. Amicable Settlement:**

- a. The Parties undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- b. In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved mutually. If the Parties are not able to resolve the matter within 30 (thirty) days, the dispute shall then be referred to Arbitration.

##### **F) Arbitration:**

- i. In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause hereinabove, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party.
- ii. The arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall, within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.
- iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the Hon'ble Delhi High Court to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).
- iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- v. The cost of the Arbitration shall be equally borne by both the Parties.
- vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at New Delhi.
- vii. The Arbitration agreement shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the arbitration agreement, shall be subject to the exclusive jurisdiction of the Courts at New Delhi.

- G) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**G) LAWS GOVERNING THE CONTRACT:**

1. The contract shall be governed by the laws of India for the time being in force.
2. **Jurisdiction of Courts:** The courts at New Delhi shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the Contract.

**H) MISCELLANEOUS**

1. The personnel assigned by the Agency to perform the services shall under no circumstances be considered employees of GeM or its nominated agencies. Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, provident fund, including salary, withholding of income taxes and social security taxes, worker's compensation, employee, and disability benefits and the like and the Agency shall be responsible for all obligations of an employer subject to the Applicable Law.
2. The Agency shall be fully responsible for the acts of its personnel/ representatives/ consultants/ team members/ sub-contractors/ employees and shall fully indemnify GeM for any kind of losses or damages caused by its personnel/ representatives / consultants/ team members/ sub-contractors/ employees. GeM shall not be responsible for any claim from any personnel/ representatives / consultants/ team members/ sub-contractors/ employee of the Agency. The Agency shall wholly and fully be responsible for any such claims.
3. **Compliance with Applicable Laws:** The Agency shall at all times ensure that the services being provided under this Agreement are performed strictly in accordance with all applicable laws, notifications, guidelines, orders, byelaws, regulations, rules, standards, recommended practices etc., and no liability in this regard will be attached to GeM.
4. The Agency shall provide GeM or its nominated Agency access to or a copy of any information, document, data, etc. for any legal, compliance, audit, or regulatory matter promptly on a request made by GeM or its nominated Agency.
5. **Amendment:** Any amendment to this Agreement shall be made in writing by mutual consent of the Parties.
6. **Survival:** Any provision of this Agreement which imposes or intends to impose an obligation on any of the Parties after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
7. **Waiver:** No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. Any waiver of rights, powers, or remedies



under this Agreement must be in writing, dated, and signed by an authorized representative of the Party granting such waiver and must specify the terms under which the waiver is being granted.

8. **Conflict of Interest:** The Agency shall disclose to GeM in writing, all actual and potential conflicts of interest that exist, arise, or may arise in the course of performing the Services under this Agreement, as soon as practical after it becomes aware of that conflict.
9. **Assignment:** The Agency shall not, without prior written consent of the GeM, assign, subcontract, transfer, charge or otherwise dispose of any rights / interest in this Agreement.

**All other terms and conditions will be as per the SLA and GTC.**