

**MINISTRY OF COMMUNICATION
DEPARTMENT OF POSTS
O/O CHIEF POSTMASTER GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF POSTS
CHIEF POSTMASTER GENERAL RAJASTHAN CIRCLE JAIPUR-302007**

No. AC/25-1/TENDER/2017-18

Dated: 04/08/2017

Sub: Tender for Hiring services of Chartered Accountants/cost Accountants Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal Region.

Online Bids (Technical & Financial) from eligible bidders are invited on behalf of the President of India for hiring services of filing e- TDS returns and Service Tax Returns of various DDOs under Jaipur Postal Region for the period of **Three year**.

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For the purpose of allaying any doubts of the bidders, a pre-bid conference is fixed on 16.08.2017 at 1600 hrs. In the Chamber of Assistant Director (Accounts and Establishment) office of Chief Postmaster General, Rajasthan Circle, Jaipur.

(Santosh Kumar Sharma)
Assistant Director,
Accounts and Establishment,
o/o Chief Postmaster General
Rajasthan Circle, Jaipur-302007

**GOVERNMENT OF INDIA
GENERAL RAJASTHAN CIRCLE, JAIPUR-302007**

NO.AC/25-1/TENDER/2017-18

Dated: 04/08//2017

SECTION-I

Notice inviting tender with tender schedule for hiring services of Chartered Accountant/cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal Region.

Online Bids (Technical & Financial) from eligible bidders are invited on behalf of the President of India for hiring services of Chartered Accountants Firm for filing e- TDS returns and Service Tax Returns of various DDOs under Jaipur Postal Region for the period of **Three years** .

Scope of Work	Hiring services of Chartered Accountants Firm for filing e- TDS returns of various DDO's under Jaipur Postal Region for the period of <u>Three years</u> .
Cost of Tender Document	Rs. 500/- (Five Hundred only)
Earnest Money Deposit	Rs 72000/- (Seventy Two Thousands only))@ 4 of estimated cost
Estimated amount of Tender	Rs.1300000/- (Rupees Thirteen Lakhs only)

1. Tender Schedule

Tender No.	AC/25-1/Tender/2017-18
Name of Organisation	Chief Postmaster General, Rajasthan Circle, Jaipur
Date of issue/publishing	04-08-2017
Document Download/Sale Start Date	04-08--2017 at 1800 hrs.
Date of Pre bid conference	16-08-2017
Document Download/Sale End Date	28-08-2017 at 1500 hrs.
Last Date and Time for uploading of Bids	28-08-2017 at 1500 hrs.
Date and Time of Opening of Technical Bids	29-08-2017 at 1600 hrs.
Address for Communication	Office of the Chief Postmaster General, Rajasthan Circle, Jaipur Tel. #0141-2377228 Email: accts.rj@indiapost.gov.in Website: http://eprocure.gov.in/eprocure/app

Prospective bidders interested to participate in this tender may view and download the tender document containing the details terms & conditions from the website <http://eprocure.gov.in/eprocure/app>. However, the tender document fee of Rs. 500/- (Rupees Five Hundred only) deposited in form of Unclassified Receipt (UCR) in any Post Office must be sent to the Assistant Director(Accounts and Establishment) office of Chief Postmaster General, Rajasthan Circle, Jaipur.

2. There will be a pre bid conference to clarify the doubts of prospective bidders/tenderers on 16-08-2017 at 1600 hrs.
3. The tender complete in all respect must be submitted online at <http://eprocure.gov.in/eprocure/app> by the date and time indicated in the schedule of Tender. The tenders shall be submitted as per instructions given in

Section-III “Special Instructions to Bidder for Online Bid Submission” of the Tender Document. No manual tenders shall be accepted.

(Note: Go to advanced search option and choose organization name as Department of Posts and click to submit button)

(Santosh Kumar Sharma)
Assistant Director,
(Accounts and Establishment)
Office of Chief Postmaster General,
Rajasthan Circle, Jaipur-302007



SECTION-II

Sub:- Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal Region.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- (a) “The Chief Postmaster General” means the Chief Postmaster General, Rajasthan Circle, Jaipur.
- (b) “The Bidder” means the individual or the firm who participates in this tender and submits its bid at the office of the Chief Postmaster General, Rajasthan Circle, Jaipur.
- (c) “e-Procurement Portal” means the Central Public Procurement Portal whose web address of which is <http://eprocure.gov.in/eprocure/app>.
- (d) “The Contractor” means the individual or firm to whom the contract of Hiring services of Chartered Accountants Firms for filing e-TDS Returns of various DDOs under Jaipur Postal Region awarded in this tender.
- (e) “The work Order” means the order placed by the Chief Postmaster General, Rajasthan Circle Jaipur to the Contractor signed by the Assistant Director (Accounts and Establishment) office of Chief Postmaster General, Rajasthan Circle, Jaipur. The work order including all attachments and appendices thereto and all documents incorporated by reference therein shall be deemed as “Contract” appearing in the documents.
- (f) “The Contract Price” means the price payable to the Contractor under the work order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS

- 1 The word “Firm ” here includes registered Firm, partnership firm or proprietary concern.
- 2 The applicant Firm should be at least two year old & serving/attending this type of work.
- 3 **The applicant Firm should have his office or Branch at Jaipur Head quarter.**
- 4 The Firm should have experience of carrying out this work in at least one Government Institutions/ PSUs.
- 5 The applicant Firm should furnish its standing goodwill through certificate from its clients to whom services have been provided in the past.
- 6 The applicant firm/Agency should have valid Registration required under relevant Act as amended time to time.
- 7 The applicant firm/Agency should have valid Registration issued by ICAI

3. COST OF BIDDING

- (a) The bidder shall bear all costs associated with the preparation and submission of the bid. The office of Chief Postmaster General, Rajasthan Circle, Jaipur will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
-

4. BID DOCUMENTS

4.1. The Service required, bidding procedure and contract terms are prescribed in the Bid Documents. The Bid documents include:

- (a) Tender Notice in Section-I
- (b) Instructions to Bidders in Section-II
- (c) Special Instructions to Bidders for Online bid submission in section-III
- (d) General Terms and Conditions of the contract in Section-IV
- (e) Parameters and Technical specifications for executing the work in Section-V (Part-I & II)
- (f) Format of Technical Bid in Annexure-I
- (g) Declaration in Annexure-II
- (h) Format of Commercial Bid in Annexure-III
- (i) Pre-Contract Integrity Pact in Annexure-IV
- (j) Undertaking in Annexure-V

4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents with due diligence and care. **Failure to furnish all information required as per the Bid Documents in every respect as per clause 5 of Section-II will be at the bidder's risk and shall result in rejection of the Bid.**

5. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of (1) Technical Bid; (2) Financial Bid.

5.1. The technical bid shall contain the following documents.

- i. Technical Bid Form with requisite documents mentioned in the form as per Annexure-I
- ii. Bid security (EMD) of Rs 72000/- (Rupees Seventy Two Thousands only) in form of Unclassified Receipt (UCR) in any Post Office.
- iii. Tender document Fee of Rs 500/- (Rupees Five hundred only) in form of Unclassified Receipt (UCR) in any Post Office.
- iv. Each page of eNIT and it's Annexure (without omission), digitally signed and stamped by the tenderer in token of acceptance of all terms and conditions, (Failing which, the tender may be rejected at the stage of examination of Technical Bid).
- v. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the tender documents in each page [or] Copy of Registration Certificate (in case of sole Proprietorship).
- vi. Copies of Certificate or Registration under GST,
- vii. Copies of registration certificate issued by ICAI
- viii. Certificate of experience for carrying out this work in at least one Govt. Institution/PSU/Private Firms.
- ix. Copy of Earnest Money Deposit particulars [or] Copy of Registration Certificate under NSIC/DGS&D.
- x. List of major customers, their address and period of contract.
- xi. Copy of Income Tax returns for last 3 years, i.e. 2013-14, 2014-15 and 2015-16.
- xii. Copy of PAN Card.
- xiii. Declaration as per Annexure-II
- xiv. Pre-Contract Integrity Pact (Annexure-V) duly signed with two witnesses.

xv. Undertaking regarding blacklisting (Annexure-VI).

5.2. The Financial bid shall contain;

i. Financial Bid should be submitted in BOQ (Bill of Quantity) file given in CPP Portal.

6. BID PRICE

- 6.1. The bidder shall fill price strictly in BOQ(Bill of Quantity) file(as per Annexure-III).The offer shall be in firm Indian Rupees.
- 6.2. The price quoted shall be firm and final. Taxes and/or incidentals charges, if any, to be paid need to be duly indicated in the bid otherwise no extra payment shall be made on this account. No request for upward revision in the contract rates will be entertained during the currency period of the contract.
- 6.3. Terms of payment as stated in the Tender Document shall be final.
- 6.4. At the time of payment of bills, TDS and/or any other tax, surcharge etc., shall be deducted as per Government rules and guidelines, applicable from time to time, while making payment of bills.

7. BID SECURITY (EMD) & TENDER COST

7.1 Bidders shall have to deposit an amount of Rs 72000/- (Rupees Seventy Two Thousands only) as Bid Security and Rs 500/- (Rupees Five hundred only) as Tender cost (Non refundable) separately in any Post Office in form of Unclassified Receipt (UCR) and upload on the portal during online submission of the bid. The original of both the receipt should be sent through Speed Post/Registered Post /in person to the Assistant DirectorAccounts and Establishment office of Chief Postmaster General Rajasthan Circle Jaipur before the bid opening date & time of tender. Bid(s) without EMD & Tender Fee will be summarily rejected.

7.2 The bid security is required to protect the office of the Chief Postmaster General, Rajasthan Circle, Jaipur against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 7.6.

7.3 A bid not secured in accordance with para 7.1 shall be rejected by this office being non-responsive at the bid opening stage.

7.4 The bid security of the unsuccessful bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest and/or any other benefit shall be given on the EMD and only the Principal amount will be returned.

7.5 The bid security of successful bidder will be discharged upon the bidder's acceptance/signing of the contract and furnishing the performance security.

7.6 The bid security shall be forfeited:

- (1) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
 - (2) If the successful bidder fails:
 - to sign the contract
 - to furnish required performance security.
-

7.7 In both the above cases i.e. 7.6. (1) & 7.6.(2), the bidder will not be eligible to participate in the tender for same category for two years from the date of signing of contract. The decision of the Chief Postmaster General, Rajasthan Circle, Jaipur shall be final and binding in this regards.

8. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days after the date of bid opening prescribed by the Region. A bid valid for a shorter period shall be rejected by the Chief Postmaster General, Rajasthan Circle, Jaipur as non-responsive.

- 8.1. In exceptional circumstances, the Chief Postmaster General, Rajasthan Circle, Jaipur may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 7 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his financial bid.

9. SUBMISSION OF BIDS

The bidders must submit their bids only through the online e-Procurement portal i.e. <http://eprocure.gov.in/eprocure/app> in two cover system. The bidders must carefully follow the special instructions to submit the bids online mentioned in Section-III.

9.1. FEE/PRE QUAL/TECHNICAL COVER:

This cover shall contain the scan copies (pdf files) of the documents strictly in the sequence mentioned in para 5.1 above.

9.2. FINANCE COVER:-

This cover shall contain Financial Bid should be submitted in BOQ (Bill of Quantity) file given in CPP Portal.

10. OPENING OF BIDS BY THIS OFFICE

The office shall open the technical bids received through the CPP Portal in the presence of bidders or their authorised representatives who choose to attend on due date and time. The bidders or their representative, who are present, shall sign in the attendance. Only one person from any bidder shall be permitted to attend the bid opening.

11. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids the office of Chief Postmaster General, Rajasthan Circle, Jaipur may, at its discretion ask the bidder for the clarification of its bid. This may be obtained through the site. Bidder should take into account the corrigendum(s) published before uploading the bid online. However, no post bid clarification at the initiative of the bidder shall be entertained.

12. BID OPENING PROCESS

- 12.1. Online bids which are complete in all respect received alongwith original EMD & Tender Fee will be opened as per the schedule of the NIT in the presence of bidders, if available.
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- 12.2. Technical bids of only those bidders, whose EMD, Tender Fee are found to be in order, will be opened in same bid opening session in the presence of bidders.
- 12.3. Financial bids of only those bidders, whose technical bids are found technically qualified, will be opened at the later date for further evaluation.
- 12.4. One representative of each bidder would be allowed to be present at the time of bid opening. The representative must carry the entry pass print-out of bid summary with him for attending the bid opening (the print-out of the bid summary generated at the time of online bid submission). Signature of such representative must be attested by the bidder on entry pass print out of bid summary.

13. TECHNICAL EVALUATION

- 13.1. The evaluation of the tenders will be made by a Committee authorised by the competent authority first on the basis of technical information furnished by the bidders in Annexure-I and then on the basis of financial information furnished in the form given in Annexure-III. The Financial bid (Annexure-III) of only those bidders will be opened who are found eligible on the basis of technical parameters (as per Annexure-I) on the date, time and venue to be communicated after opening of the Technical Bid.
- 13.2. Bids shall be evaluated to determine whether they are complete in all respect; whether any computational error have been made; whether required documents have been properly sigend; and whether bids are generally in order. During the technical evaluation, if any of the parameter is not met, the bid will be summarily rejected.
- 13.3. If there is any discrepancy between words and figures, the amount in words shall prevail.
- 13.4. The Tender Evaluation Committee (TEC) shall evaluate in detail and compare the respective bids and comparison of bids shall be on the service offered inclusive of all the levies and charges indicated in the Annexure-III. Responsive bid is one, which conforms to all the terms and conditions of the bid document.
- 13.5. It must be kept in view that no decision will be given by the Tender Evaluation Committee and that any inferences drawn during the meeting of this committee by the tenderers of their representatives will be their own view(s) and the Chief Postmaster General, Rajasthan Circle, Jaipur will not be responsible to abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will further be subject to any specific terms and conditions of the contract given in Section-V of this NIT.

14. FINANCIAL EVALUATION

- 14.1. The financial bids of only those bidders shortlisted from the technical bids by TEC will be opened electronically in the presence of the representative to be intimated to the respective bidders by the Chief Postmaster General, Rajasthan Circle, Jaipur. The financial bids of ineligible bidders will not be opened.
 - 14.2. If a firm quotes "NIL" Service charges/consideration, the bid shall be treated as unresponsive and will not be considered.
 - 14.3. The ranking of tenders will be determined on the basis of Service charges quoted and lowest quoting (L1) bidder will be selected.
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14.4. No Enquiry shall be made by the bidder(s) during the course of evaluation of tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the TEC/its authorised representative can make enquiry/ seek clarification from the bidders, which the bidder must furnish within the stipulated time else the bid of such bidder will be rejected.

14.5. If format of financial bid found modified by the bidder, the bid will be rejected.

15. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Chief Postmaster General, Rajasthan Circle, Jaipur reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the action. The decision of the Chief Postmaster General, Rajasthan Circle, Jaipur in this regard shall be final and binding on all participating bidders.

16. SUBMISSION OF PERFORMANCE SECURITY

The successful bidder shall be required to submit the performance security of an amount equal to 10% of the value of the tender value within 10 days from the date of communication of acceptance of award. The contract shall be executed after the submission of the required performance security but within 21 days from the date of communication of acceptance of award.

17. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 16 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Academy may make the award to any other bidder at the discretion of the Chief Postmaster General Rajasthan Circle Jaipur or call for new bids.

18. The Chief Postmaster General Rajasthan Circle Jaipur. also reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

(Santosh Kumar Sharma)
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Office of Chief Postmaster General
Rajasthan Circle Jaipur-302007

SECTION-III**Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and Service Tax Returns of various 17 DDOs under Jaipur Postal, Region****Special Instructions to Bidder for Online Bid Submission**

Instructions to the Bidders to upload the bids online on the e-Procurement site <http://eprocure.gov.in/eprocure/app>

1. Bidder should do the registration in the tender site using the “Enroll Here” option available.
 2. Then the Digital Signature registration to be done with the e-Token of SIFY/TCS/nCode or any Certifying Authority after logging into the site.
 3. Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
 4. Bidder may go through the tenders published in the site and download the required documents/ tender schedules for the tenders he/she is interested.
 5. Bidder then logs in to the site through the secured log in by giving the user ID/ password chosen during registration and password of the DSC/e-Token.
 6. Only one e-Token should be used for a bidder and should not be misused by others.
 7. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
 8. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published before uploading the bid online.
 9. Bidder must in advance prepare the bid documents to be uploaded as indicated in the tender schedule and they should be in required format. If there is more than one document, they can be clubbed together using zip format.
 10. Bidder should prepare the EMD & Tender Fee as specified in the tender. The original should be sent through Speed Post/ Registered Post/ in person to the Assistant Director, Accounts and EstablishmOfficeof Chief Postmaster General Rajasthan, Circle Jaipur, before opening of date&time of Tender.
 11. Bidder selects the tender which he is interested in by using the search option & then moves it to the “My Favourite” folder.
 12. Form the “My Favourite” in folder, he selects the tender to view all the details indicated.
 13. The bidder reads the terms & conditions and accepts the same to proceed further to upload the bids.
 14. The bidder has to select the payment option as offline to pay the Tender Fee & EMD as applicable.
 15. The details of the EMD & Tender Fee, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will not be acceptable.
 16. The bidder has to enter the password of the eToken and the required bid documents have to be uploaded one by one as indicated.
 17. The rates offered have to be uploaded strictly as per the PDF file provided in the Financial Bid in the space allotted. If the format of Financial Bid is found to be modified by the bidder, the bid will be rejected.
 18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. and the date & time of submission of the bid with all other relevant details. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files/file found uploaded by the tenderer, the bid of such tenderer will be rejected.
 19. The bid summary has to be printed and kept as an acknowledgment as a token of the submission of the bid.
 20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry pass to participate on the bid opening date.
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21. For any clarifications with the Academy, the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
23. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip and the same can be uploaded. However, if the file size is less than 1MB, the transaction uploading time will be very fast.
24. The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. in the e-Procurement system. The bidders should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorised persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
27. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to symmetric encryption using buyer's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised individual.
28. For any queries, the bidders are asked to contact through e-mail id accts.rj@indiapost.gov.in or by phone 0141-2377228.

(Santosh Kumar Sharma)
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office of Chief Postmaster General,
Rajasthan Circle, Jaipur-302007

SECTION-IV

Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal, Region.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contract made by the Chief Postmaster General, Rajasthan Circle, Jaipur for providing services of Chartered Accountant for filing e-TDS returns and GST Returns of various 17 DDOs under Jaipur Postal, Region.

2. PARTIES:

The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the Chief Postmaster General, Rajasthan Circle, Jaipur and/or any other competent authority of the Department of Posts for and on behalf of the President of India, hereinafter referred to as the Department.

3. ADDRESSES:

For all purposes of the Contract including arbitration thereunder, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by Registered post with acknowledgement due to the Department of Posts. The Contractor shall be solely responsible for the consequences of any omission and/or error to notify change of address in the aforesaid manner.

4. EARNEST MONEY:

- 4.1 Earnest Money of Rs. 72000/- (Rupees Seventy Two Thousands only) must be deposited by bidders in any Post Office and **“Original computerised Receipt”** provided by the Post Office in token of having received the amount, should be sent through Speed Post/Registered Post /in person to the Assistant Director, Accounts and Establishment office of the Chief Postmaster General, Rajasthan Circle, Jaipur.
 - 4.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or payment of any pending bill held by the office of the Chief Postmaster General, Rajasthan Circle, Jaipur in respect of any previous work will be entertained.
 - 4.3 Exemption of EMD: Firm registered under NSIC/DGSND with current validity for providing services of Chartered Accountants for this purpose is exempted from furnishing EMD. Documentary evidence should be submitted in this regards.
 - 4.4 Tenderer shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Earnest money will be forfeited to the Government.
 - 4.5 The tenders without Earnest Money Deposit as referred to in para 4.1. above will be summarily rejected.
 - 4.6 Earnest Money Deposit will be forfeited if the successful bidder failed to furnished the Security Deposit in stipulated period.
 - 4.7 No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
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- 4.8 Earnest Money would be refunded to the unsuccessful tenderer/bidders without interest after the finalisation of the tender process.

5. SIGNING OF TENDER:

An individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) "Sole Proprietor" of the concern or constituted attorney of such Sole Proprietor.
- (b) A partner of the firm, if it is a partnership firm, in such case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a registered power of attorney duly executed by the partners of the firm.
- (c) Director or Principal Officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate or registration of firm should also be enclosed alongwith the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Chief Postmaster General, Rajasthan Circle, Jaipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the Civil and Criminal remedies available.

6. OTHER TERMS AND CONDITIONS:

- 6.1. The Tenderer approved for providing services of Chartered Accountants/ Cost Accountants for filing e_ TDS returns and GST Returns (hereinafter called the "Contractor" or the "Service Provider"), will be fully responsible for ensuring to file correct e-TDS returns and GST returns of all DDOs under Jaipur Postal Region
 - 6.2. **The rates should be quoted and approved will be valid for a period of three year from the date mentioned in the Award letter. No request for revision of rates will be entertained during the period of contract; however, whenever the rates of due charges or any prescribed taxes mentioned in the bid would be paid that with increased rate.**
 - 6.3. The Chief Postmaster General, Rajasthan Circle, Jaipur reserves the right to cancel/withdraw the contract/ Agreement at any time without assigning any reason thereof and the contractor shall have no right to contest against the said decision of the Chief Postmaster General, Rajasthan Circle, Jaipur.
 - 6.4. The Chief Postmaster General, Rajasthan Circle, Jaipur reserves the right to reject any or all the bid(s), without assigning any reason(s).
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- 6.5. Further extension of contract may be possible for next one year in one or more spells to finalise fresh tender on mutual agreement and on satisfactory services provided by the contractor on the same terms and conditions.

7. COMMUNICATION OF ACCEPTANCE:

Successful tenderer will be informed of the acceptance of his tender. Necessary Instructions regarding the amount and time provided for Security Deposit will be communicated at appropriate time.

8. PERFORMANCE SECURITY:

- 8.1. The successful tenderer will have to deposit a Security Deposit within 10 days of date of award of tender online to the extent of 10% of the annual cost of the work or furnish a bank guarantee of the same value which will be valid for 3 year beyond the date up to which the contract is valid. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- 8.2. The Security Deposit can be forfeited by order of the Chief Postmaster General, Rajasthan Circle, Jaipur in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Posts sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

9. PENALTY:

In the event of the contractor failing to:

- (i) observe any of the conditions of the work as set out herein; or
 - (ii) execute the work in good and workmanlike manner and to the satisfaction of the Chief Postmaster General, Rajasthan Circle, Jaipur.
 - (a) It shall be lawful for the Chief Postmaster General, Rajasthan Circle, Jaipur in his discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will observe the said conditions and in the later event to reject or remove as the case may require any work executed otherwise than in a good and workmanlike manner to the satisfaction of the Chief Postmaster General, Rajasthan Circle, Jaipur and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.
 - (b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the Chief Postmaster General, Rajasthan Circle, Jaipur.
 - (c) In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Chief Postmaster General Rajasthan Circle Jaipur. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected the Chief Postmaster General, Rajasthan Circle, Jaipur shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.
-

- (d) In the event of a work being wholly rejected, the Chief Postmaster General, Rajasthan Circle, Jaipur may at its discretion either:-
- (i) Permit the contractor to re do the same within such time as he may specify at contractor's own cost, or
 - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub clause (b) of this clause.
- (e) The powers of the Chief Postmaster General, Rajasthan Circle, Jaipur under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided as well as forfeiture of deposit mentioned under clause – 14 .
- (f) An officer who will be appointed by the Chief Postmaster General, Rajasthan Circle, Jaipur can inspect the quality of work at any time. Penalty at the rate of Rs. 1000/- per day or as prescribed Para 8 in Part-II of Section-V will be imposed.
- (g) Chief Postmaster General, Rajasthan Circle, Jaipur will have the right to terminate the contract at any time due to unsatisfactory work or any other reason.

10. COMPLIANCE WITH LAWS:

The contractor shall also abide by and comply with the provisions of all the law/ ACT which are applicable and remains in force during the period of contract. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

- 10.1. The contractor shall indemnify Chief Postmaster General, Rajasthan Circle, Jaipur against payments to be made by him under and for the observance of the laws without prejudice to his right to claim indemnity from subcontractors.
- 10.2. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 10.3. Chief Postmaster General Rajasthan Circle Jaipur shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss by reason of non fulfilment of the conditions of the contract or non observance of the Regulations.
- 10.4. In the event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to the office of Chief Postmaster General Rajasthan Circle Jaipur, the same will be payable by the contractor along with such penalty as may be decided by the Chief Postmaster General Rajasthan Circle Jaipur.

11. NATURAL CALAMITY, STRIKE ETC:-

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in undue delay without penalty. Department shall have the power during such stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on department to pay for any portion of the work undertaken before such a stoppage. The contract shall provide every facilities for removal and use of material as may be necessary for timely completion of the work.

12. INSOLVENCY:



In the event of the contractor/firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the insolvency Act made against them or in the case of a company the passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Chief Postmaster General, Rajasthan Circle, Jaipur shall have the power to terminate the contract without previous notice.

13. DISCLAIMER:

The near relatives of employees of the Department of Posts are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family
- (b) Their spouses
- (c) The one related to the other in the manner as father, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

14. BREACH OF TERMS AND CONDITIONS:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the office of Chief Postmaster General in that event and the Security Deposit shall also stand forfeited.

15. SUBLETTING OF WORK:

- 15.1. The firm shall not assign or sublet the work or any part of it to any other person or party.
- 15.2. The tender is not transferable.

16. PRECAUTIONARY MEASURES:

- 16.1. The Contractor must be careful that quality in services is maintained as well as time schedule prescribed etc., should not be disturbed.
- 16.2. The Contractor must take every care to see that the work or any portion of thereof does not fall into unauthorised hands. Care should be taken to execute the work under proper security conditions and no spare item of work/ copies should be retained/ sold or otherwise made over by the contractor or any of his staff member to any person other than the person(s) authorised by the Chief Postmaster General, Rajasthan Circle, Jaipur.
- 16.3. The Contractor must ensure his/her employees are not engaging themselves in any other kind of private employment during their working hours in the Chief Postmaster General, Rajasthan Circle, Jaipur.

17. TERMS OF PAYMENT:

- 17.1. No payment shall be made in advance nor any loan from any bank or financial institution, shall be recommended on the basis of the order of award of work.
 - 17.2. The contractor shall submit the monthly bill in the first week of following month in respect of previous quarter for sanction of the amount of bill and passing the bill for payment. It will be the responsibility of the Contractor to produce a copy of TDS Returns and GST Return of previous Quarter' along with the bill for payment, to facilitate Chief Postmaster General, Rajasthan Circle, Jaipur to issue cheques towards the payment.
 - 17.3. **All payments shall be made by account payable cheque only after deduction TDS, etc.**
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- 17.4. Chief Postmaster General, Rajasthan Circle, Jaipur shall be at liberty to withhold any of the payment/ payments in full or in part subject to recovery of penalties mentioned in para 9 above.
- 17.5. The term payment/ payments mentioned in this para includes all types of payment/ payments due to the Contractor arising on account of this Contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 17.6. Wherever applicable all payments will be made as per schedule of payments stated as Para 11 in Part-II of Section-V.

18. ARBITRATION:

- (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Posts, on the recommendation of the Secretary, Department of Legal Affairs("Law Secretary"), Government of India. The provisions of arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (iii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

19. Pre-Contract Integrity Pact:

In order to ensure fairness, transparency and unbiased dealings prior to, during and subsequent to the currency of the Contract, Government of India, Ministry of Finance (Department of Expenditure) New Delhi vide communication no. 14(12)/2008-EII (A) dated 19.07.2011 (Circulated vide Department of Posts New Delhi communication no.4-2/2011-FC (Posts) dated 15.04.2013) have introduced PRE CONTRACT INTEGRITY PACT to be signed by the BUYER and BIDDER. The same is enclosed as Annexure-IV. The participating bidder should fill it and sign at the space provided over his seal and get witness by two persons with complete address. It should be uploaded duly signed digitally. In case of failure to upload the pre- contract Integrity Pact duly complete in all respect, the bid will be treated as un-responsive and will not be considered for opening of commercial Bid.

20 Provision for termination/ Extension

The contract will remain valid for three year from the date of award of the tender unless terminated earlier by the Chief Postmaster General Rajasthan Circle Jaipur..

The period of contract can be extended for a further period of one year in one or more spells on the same terms and conditions at the discretion of the Chief Postmaster General Rajasthan Circle Jaipur.

(Santosh Kumar Sharma)
Assistant Director,
(Accounts and Establishment)
office of Chief Postmaster General,
Rajasthan Circle, Jaipur-302007

SECTION- V

Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST returns of various DDOs under Jaipur Postal, Region.

PART – I**PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK****1. Quarterly TDS Returns on behalf of following DDOs will be filed by the Contractor:**

- (I) Office of Chief Postmaster General, Rajasthan Circle, Jaipur
- (II) Senior Postmaster Jaipur GPO
- (III) Postmaster Jawaharnagar Jaipur
- (IV) Postmaster Shastrinagar Jaipur
- (V) Postmaster Shahpura
- (VI) Postmaster Sambher Lake
- (VII) Postmaster Dausa
- (VIII) Postmaster Alwar
- (IX) Postmaster Behror
- (X) Postmaster Bharatpur
- (XI) Postmaster Deeg
- (XII) Postmaster Dholpur
- (XIII) Postmaster Sawaimadhopur
- (XIV) Postmaster Kauroli
- (XV) Postmaster Hindon
- (XVI) Director Accounts Postal Jaipur
- (XVII) Head Record Officer of RMS Jaipur City Division Jaipur

2. Schedule of Services:-

- (I) Obtain TDS Return Schedule and GST Schedule from the concerned DDOs by mail, post or by hand.
- (II) Filing of Quarterly TDS returns salary and none salary for the quarter ending on 30-06, 30-09, 31-12 and 31-03 in the forthcoming months.
- (III) Filing of GST Returns as scheduled in the Act.
- (IV) Preparation of form 16 and 16A and supply it to concerned DDOs.
- (V) Filing of revised TDS Return and GST Return in case of discrepancies remained in main Return without any charges, if the discrepancy remained on the part of contractor and genuine charges if the discrepancy remains on the part of DDOs.
- (VI) Providing assistance in preparation and payment of TDS and GST and to ensure that no penalty is levied by the Tax Departments for any delay in filing of any statutory return or making payment thereof or due to any other reason. In case of default, the contracting firm shall be solely responsible for the same and necessary recovery shall be effected from their pending bills/Security Deposit.
- (VII) Settlement of all TDS and ST issues, if arise in future against the filed Returns.

3. Estimated workload:-

Quarterly TDS Returns and GST Returns on behalf of all 17 DDOs as mentioned in the above para 1 for the financial year. Total No. of Returns will be 340 in a year. Details are as under
TDS Returns- $17 \times 2 \times 4 = 136$ and GST returns- $17 \times 12 = 204$

(Santosh Kumar Sharma)
Assistant Director,
(Accounts and Establishment)
office of Chief Postmaster General,
Rajasthan Circle, Jaipur-302007

ANNEXURE – I

TENDER FORM - TECHNICAL BID
(See Clause 5 of Section – II of the Tender Document)

Sub: Tender for Hiring services of Chartered Accountants Firms for filing e-TDS Returns And GST Returns of various 17 DDOs under Jaipur Postal, Region.

1	a) Name of bidder/concern	
	b) Office Address of the bidder/concern. If the office of the firm is situated at the station other than Jaipur than mention the address of Branch situated at Jaipur	
	c) Nature of the concern (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organisation.) <i>Certificate of incorporation in case of Company or Registration of Firm/Partnership deed in case of partnership firm is to be submitted.</i>	Copies Uploaded/not uploaded
2	Registration particulars: a) GST RegistrationNo: (enclose copy of certificate) b) The firm should be registered with the ICAI under provisions relevant act to providee the professional services and its validity date and enclose copy of registration certificate with ICAI of the firm	Copies Uploaded/not uploaded
3	a) Earnest Money Deposit Particulars: UCR Receipt No. Date Amount Name of Post Office <i>(Scanned copy of receipt to be uploaded and original to be sent by Post)</i> b) If the firm is exempted from furnishing EMD, then scanned copy of certificate is to be submitted.	
4	Credit particulars of cost of tender form: UCR Receipt No. Date Amount Name of Post Office <i>(Scanned copy of receipt to be uploaded and original to be sent by Post)</i>	
5	List of Major Customers, their address and period of contract may be given on a separate sheet.	Uploaded/ Not Uploaded
6	(i) Copy of Income Tax returns for last 3 years i.e. 2013-14, 2014-15, 2015-16.	Uploaded/Not Uploaded
	(ii)PAN Number (Scanned copy should be uploaded)	Uploaded/ Not Uploaded
7	Whether each page of Notice Inviting e-Tender and its Annexure have been digitally signed, stamped and uploaded.	
8	Pre-Contract Integrity Pact (Annexure V) duly signed and attached by the bidder with two witnesses.	Uploaded/Not Uploaded
9	Undertaking regarding blacklisting (Annexure-VI)	Uploaded/ Not Upldaded
10	Any other information important in the opinion of the tenderer.	Uploaded/Not Uploaded

Important:

Original copies of receipts in respect of Item No. 3 & 4 should be sent to this office (before date of opening of Technical Bid) without fail.

Dated at

(Dated Signature of tenderer with stamp of the Firm)



ANEXURE-II
DECLARATION

Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal, Region.

1. I / we _____ son/Daughter of Shri _____
Proprietor/Partner/ Director/ Authorised signatory of M/s.

_____ am/are competent to sign the
declaration and execute this tender document (No. _____)
2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
3. The information/ documents furnished alongwith the above tender are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: _____

Place: _____

(Signature of Tenderer
With Stamp of the Firm)

Note:

1. The above declaration by the authorised signatory of the tenderer in token of acceptance of all the terms and conditions should be uploaded with the Technical Bid. Technical bids without this form shall be summarily rejected.
2. The above declaration may also be furnished on the letter head of bidder.

ANNEXURE – III
TENDER FORM - 2 : FINANCIAL BID
(See Clause 6 of Section-II of the Tender Document)

Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal Region.

Tender inviting Authority : Assistant Director (Accounts & Establishment), O/O Chief Postmaster General, Rajasthan Circle, Jaipur
Name of Work : Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST returns of various DDOs under Jaipur, Postal Region
Contract No.: AC/25-1/Tender/2017-18

Name of the Bidder:

S.No.	Specification of work	Rates per entry	Rates per unit
1	Filing of quarterly TDS Return (Salary) in form 24Q (i) With 5 or less entries (ii)Upto 50 entries (iii)Upto 100 entries (iv)Upto 500 entries (v)More than 500 entries		
2	Filing of quarterly TDS Return (None Salary) in form 26Q (i) With 5 or less entries (ii)Upto 50 entries (iii)Upto 100 entries (iv)Upto 500 entries (v) More than 500 entries		
3	Filing of Revise Return (i) With 5 or less entries (ii)More than 50 entries		
4	Preparation of form 16 and 16A.		
5	Filing of Monthly GST Returns (i) With 5 or less entries (ii)Upto 50 entries (iii)Upto 100 entries (iv)Upto 500 entries (v)More than 500 entries		
6	Other charges (Mention specifically) NSDL charges Or Other charges, if any		

Dated at

(Signature of the Bidder, with Official seal)

Annexure- IV**PRE CONTRACT INTEGRITY PACT****General**

The pre-bid/ pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry/ Department, Government of India, Chief Postmaster General, Rajasthan Circle, Jaipur (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Services/Stores/ Equipment/ Item) and the BIDDER/ Seller is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/ PSU performing its functions on behalf of the President of India.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on outsourcing of Services and Enabling BIDDERS to abstain from bribing or including in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- 1.1 The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contacting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as demand fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Signature of the tenderer with seal

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post – contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 (or) similar provision in the Companies Act 2013.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression:-

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Signature of the tenderer with seal

5. Earnest Money /Security Deposit

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount specified in NIT as Earnest Money/ Security Deposit.
- 5.2 Security Deposit of the successful bidder shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same Without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, alongwith interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation /rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

Signature of the tenderer with seal

- 6.2 The Buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Pact.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not provided/ is not providing similar services/ systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar services/ systems or sub systems was provided by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission .
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Signature of the tenderer with seal

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Department/Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Signature of the tenderer with seal

Annexure-V

(To be submitted alongwith the documents of Technical Bid)

UNDERTAKING REGARDING BLACKLISTING

Date: _____

To,

**CHIEF POSTMASTER GENERAL,
RAJASTHAN CIRCLE,
JAIPUR-302007**

Ref: Tender No. AC/25-1/tender/2017-18

dated _03_/_08_/2017

Sub: Tender for Hiring services of Chartered Accountant/Cost Accountant Firms for filing e-TDS Returns and GST Returns of various 17 DDOs under Jaipur Postal, Region.

Dear Sir,

I/We _____ hereby confirm that our firm is neither banned nor blacklisted by any unit of Department of Posts, India nor any blacklisting is current.

Signature of Bidder : _____

Name : _____

Designation : _____

Place : _____

Date : _____

Seal : _____

Signature of the tenderer with seal