

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (G&SSA) UP ALLAHABAD

PAG(G&SSA)/GD(M)/53

Dated: 23 April 2018

TENDER NOTICE

Sub: Annual contract for Digitization of regular Quaterly & Annual e-filing TDS Returns for financial year 2019-20 and onwards for salaries and non-salaries and correction returns (if any) in respect of PAG(G&SSA) UP Allahabad.

The PAG(G&SSA) UP Allahabad intends to engage an agency for digitization of regular quaterly & Annual e-filing TDS Returns for financial year 2019-20 and onwards for salaries (Form 24Q) and non-salaries (Contractor/vendor) (form-26Q) in respect of PAG (G&SSA) U.P. Allahabad. The Scope of works is as follows:-

Sl.No	Pariculars
1.	Data entry, Computation of Income Tax , e-filing ,submission of Quarterly/Annual returns , rectification of returns (wherever necessary), Generation of Form 16/16A(24Q&26Q) for salaries and non-salaries for the Financial Year 2019-20 and onward & providing all necessary assistance and guidance as and when required relating to the said work . (Approx.750-800 employees for salary and 50-60 for non -salary)
2.	Preparing & filing Correction returns in case of default notices issued by Income Tax Deptt.

Last date & Time for Submission 15.05.2019 at 1:00 PM

Date/Time for opening of bids:- 15.05.2019 at 3:00 PM

The rates shall be quoted in the following format:-

Sl. No.	Particulars	Rates
1	Data entry, Computation of Income Tax ,e-filing ,submission of Quarterly/Annual return , Generation of Form 16/16A(24Q&26Q) for salaries and non-salaries for the Financial Year 2019-20 and onward & providing all necessary assistance and guidance as and when required relating to the said work . (Approx.750-800 employees for salary and 90-100 for non -salary)	Rates per annum plus taxes, if any
2	Preparing & filing Correction return(s) in case of default notices issued by Income Tax Deptt	Rate per correction including taxes, if any

At any time prior to the deadline for submission of bids, the Competent Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the tender notice by amendment. Such amendments shall form an integral part of the tender notice and it shall amount to an amendments of the relevant clause of the tender notice.

The prospective bidders are required to keep a watch on the website of the PAG(G&SSA) UP Allahabad (www.agup.nic.in) and Central Public Portal (www.eprocure.nic.in) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).

The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

In order to allow the prospective bidders reasonable time in which to take the amendment into account in preparing the bids, the Competent Authority may at its discretion, extend the deadline for the submission of the bids.

The bids shall be submitted along with a crossed Demand Draft of a value of Rs.1000/- (Rupees One thousand only) towards the Earnest Money Deposit (EMD), drawn in favour of the Pay & Accounts Officer, AG (A&E)-I, UP Allahabad. The bids received without EMD or bids incomplete in any manner would be summarily rejected.

The EMD of the unsuccessful bidders would be returned after the finalization of the tender process. However, in the case of the successful bidder, the EMD would be returned only after the bidder deposits necessary Performance security.

The successful bidder is required to deposit an amount equivalent to 10% of the contract value as Performance Security by way of FDR of any Nationalized Bank, drawn in favour of the Pay & Accounts Officer, AG (A&E)-I, UP Allahabad, within two days from the date of acceptance of the bid. The Performance Security shall have to be kept valid throughout the duration of the contract period and the extended period, whenever such extension is granted.

After the acceptance of the bid, the successful bidder has to undertake the job specified in the Tender Notice under the overall supervision and guidance of the Competent Authority of this office DDO.

Since the job to be awarded involves adherence to the time-limits under the Income Tax Act and other Rules framed thereunder, the successful bidder is expected to adhere to these time-limits and complete the job assigned within the

specified time schedule. In case of failure to adhere to the time schedule specified under the provisions of the relevant rules, the Competent Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as penalty, a sum equivalent to the amount of penalty paid to the credit of the Government on behalf of the deductor (COMPACT in this case). In case of recurrence of default in filing of the returns or default in adhering to the time limits is seen, the Competent Authority may consider termination of the Contract pursuant to Clause 16 of the Terms and Conditions annexed to the tender notice.

The bids will be opened in the presence of the representatives of the bidders, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept / reject any or all bids either in part or full without assigning any reasons thereof.

The bids shall be sent in sealed covers super scribed “Bid for Filing of Tax Returns” by post/speed post/registered post or submitted at **the DAG(Admin) cell. The bids shall be addressed to the “DAG (Admin) O/o PAG (G&SSA) UP, Civil Lines Allahabad-211001.**

The detailed terms and conditions are enclosed herewith.

(Jai Kishan)
Audit Officer

TERMS AND CONDITIONS

1. All data relating to Income Tax (quarterly/annual return) shall be uploaded by the contractor carefully and on time. Soft and hard copies of the data sheet shall be provided to the DDO, COMPACT in time.
2. Timely filing of e-TDS return with the Income Tax Department by the contractor and providing the soft copy and hard copies to the DDO, COMPACT after filing the returns.
3. Any notice/clarification issued by the I.T. Dept. Regarding TDS relating not only to the FY 2018-19 but also of earlier financial years shall be attended by the firm and shall settle the matter with the respective authorities on behalf of the DDO, COMPACT.
4. All data and matters relating to TDS/E-TDS of COMPACT during the period of contract shall be carefully handled by the contractor and the firm will take all responsibility in connection with e-TDS/Tax matters of COMPACT.
5. No advance payment or part payments would be made. The payments will be made on quarterly basis only after filling of the necessary returns and submission of proof to the Competent Authority in this office. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
6. The offers should valid for at least 90 days from the date of opening of the bid including EMD.
7. If, required, COMPACT may ask any hidden(s) to give any additional document(s) proof to prove its competence in the field.
8. The bidders should have experience of minimum three years of having successfully executed similar work in the Government Department/PSU, etc. (self-attested copies of certificate/work orders to be enclosed). The bidder should also furnish the letter/certificate of satisfactory performance from at least two Govt. department/office.

9. Contract period: The offered rates should be valid for a period of two years and would be extendable for such time and at such rates as are mutually agreed to, on the basis of work performance.
10. The rates shall be quoted strictly as per the specifications mentioned in the tender notice. The rates for the works/items shall be quoted and the bids for any one work/item only will be summarily rejected.
11. The applicable rates of taxes and duties, wherever chargeable shall be clearly indicated.
12. The bidders should be registered with relevant authorities (Registration with Service Tax, PAN No. etc. Self-attested copy of registration to be enclosed).
13. An undertaking to the effect that the work would be completed within the time schedule specified in the tender notice shall be given along with the bid.
14. The acceptance of the bid would rest with the Competent Authority, who does not bind itself to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reason.
15. Quotations must be clearly written or typed. Any interpolation or over writing should be duly attested.
16. Termination for Default. The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, terminate the Contract in whole or part:
 - i. If the successful bidder fails to complete all or any of the work within the period specified in the tender notice, or within any extension thereof granted by the Competent Authority; or
 - ii. If the successful bidder fails to perform any other obligation(s) under the Contract.

iii. If the successful bidder, in the judgment of the Competent Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

17. Corrupt and fraudulent practices: The Bidders/Contractors under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. They shall not indulge in any ‘Corrupt practice’ of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any ‘Fraudulent practice’ like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the Bidders (prior to or after bid submission) so as to deprive the Department of the benefits of free and open competition.

18. The Competent Authority would reject a proposal for award of work if it is found that the Bidder recommended for award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.

19. Dispute, if any, will be subject to jurisdiction of Allahabad court only.

(Jai Kishan)
Audit Officer

FORM-III
CONTRACT AGREEMENT NO:03
PAG(G&SSA)/GD(M)/Filing of Return/2019-20/ DATED

THIS AGREEMENT is made on between Audit Officer (GD), Office of the Principal Accountant General (G & SSA) UP, Allahabad (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at 15-A, Maharshi Dayanand Marg, Allahabad of the One Part, AND M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing filling of income tax return services.

- I. WHEREAS the Client invited bids through **open** tender, vide Notice Inviting Tender datedfor "filling of income tax return" services under Tender No.- PAG(G&SSA)/GD(M)/REPORT/2019-20/
- II. AND WHEREAS the Contractor submitted his **bid** vide..... in accordance with the **bid** documents and represented therein that it fulfils all the requirements and has resources and competence for printing of various Audit Reports for the Client
- III. AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of [Rupees Only].
- IV. AND WHEREAS the Client desires that the filling of income tax return (as desired in the Bidding Document) be performed, executed and completed by the Contractor, and wishes to appoint the Contractor for filling of income tax returns.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for filling of income tax return, in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for filling of

income tax return, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- a. The Letter of Acceptance (LoA) issued by the Client.
- b. work order issued by the Client from time to time.
- c. The complete Bid, as submitted by the Contractor.
- d. The Addenda, if any, issued by the Client.
- e. Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- f. Charges – Schedule annexed to this Article of Agreement

~~g. Supplementary Agreements executed from time to time.~~

1. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

**Signed on Behalf of Office of the
Principal Accountant General (G &
SSA) UP, Allahabad**

(Authorised Signatory)

(Authorised Signatory)