

Date: 30/06/23

e-TENDER NOTICE

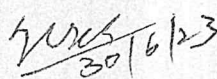
Online e-tenders are invited in two bid system i.e. Technical bid and Financial bid by the undersigned from reputed and experienced Firm for engagement of Chartered Accountant/Firm in NCERT, New Delhi for Filing of TDS return for the Financial Year 2023-2024 through central public procurement portal <http://eprocure.gov.in/eprocure/app>. However, the complete tender document together with terms & conditions may also be downloaded from NCERT website i.e. www.ncert.nic.in.

Critical Date Sheet:

Published date	03.07.2023 at 05.00 p.m.
Bid document download start date	04.07.2023 at 11.00 a.m.
Pre-bid meeting	10.07.2023 at 2.30 p.m.
Bid submission start date	12.07.2023 at 11.00 a.m.
Bid submission end date	24.07.2023 up to 05.30 p.m.
Bid opening date (Technical)	26.07.2023 at 11.00 a.m.

Offline/ physical/ manual bids shall not be accepted and no request will be entertained at any ground/ reasons except for the original document/ instruments as mentioned in the tender. Interested firms may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app> and NCERT website www.ncert.nic.in

Bidders should regularly visit the NCERT website to keep themselves updated.


I/c CAO, NCERT
NEW DELHI

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

SRI AUROBINDO MARG, NEW DELHI - 110016

e-TENDER DOCUMENT

e-Tender for engagement of Chartered Accountant/Firm for Filing of TDS return for the Financial Year 2023-2024

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SECTION – I

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates . The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirement and submitting their bids on the CPP Portal.

REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- ii. During enrolment/registration, the bidder should provide the correct/true information valid email-id & mobile no. All the correspondence shall be made directly with the contractor/ bidders through email-id provided.
- iii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv. For e-tender, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard.
- v. Upon enrollment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- vi. Only one valid DSC should be registered by a bidder, Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii. Bidders can then log into site through the secured login by entering their User ID/ password and the password of the DSC/eToken.

SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders are interested in, they may download the required documents/ tender schedules. These tender can be moved to respective 'My tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ E-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- i. For preparation of bid Bidders shall search the tender from published tender list available on site and download the completed tender document and should take into account corrigendum if any published before submitting their bids.
- ii. After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- iii. Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid document have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid
- iv. Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- v. Bidder should get ready in advance the bid document in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender documents/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- vi. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/Other Important Document" option, which can be submitted as per tender requirements . This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- i. Bidders 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 date & time.
- ii. Bidder should prepare the Tender Fee as per the instruction specified in the tender document. The details of the DD others physically sent should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid be rejected.
- iii. While submitting the bids online. The bidder shall read the terms & conditions (of CPP Portal) and accepts the same in order to proceed further to submit their bid.
- iv. Bidder shall select the payment option as offline to pay the Tender Fee enter details to the DD others.
- v. Bidder shall digitally sign and upload the required bid document one by one as indicated in the tender document.
- vi. Bidders shall not that the very act of using DSC for downloading the tender document and uploading their offer is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the completed tender document and are clear about the requirement of the tender document.

- vii. Bid document may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, transaction uploading time will be very fast.
- viii. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and change/modification of the price schedule render it until for bidding.

Bidder shall download the Price schedule, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Price schedule file is found to be modified/ corrupted in the eventuality by the bidder, the bid will be rejected and Earnest Money shall be forfeited.

The bidders are cautioned the uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- ix. Bidder shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server Clock). The TIA will not be held responsible for any sort of delay or difficulties faced during the submission of bids online by the bidders at eleventh hour.
- x. After the bid submission (i.e. after clicking "Freeze Bid Submission in the portal). The bidders shall take print out of system generated acknowledge number, and keep it as a record of evidence for online submission of bid, which will also act as entry pass to participate in the bid opening
- xi. Bidder should follow the server time being displayed on bidder's dashboard of the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xii. All the documents being submitted by the bidder would be encrypted using PKI (Public Key infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized person until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

Interested eligible bidder may obtain further information in respect of the Bidding Documents from the Chief Accounts Officer, Room No. 214, IInd Floor, Zakir Hussain Khand, NCERT, Sri Aurobindo Marg, New Delhi – 110016.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-787800973

SECTION – II

INVITATION OF BID

1. National Council of Educational Research and Training (NCERT) is an autonomous organization under the Ministry of Education, Government of India and established in the year 1961. NCERT broadly requires the following services for which Chartered Accountant to be engaged.
2. Here NCERT means NCERT HQ at New Delhi including CIET & Publication Division. Approximately NCERT is having 500 regular employees, 1500 Pensioners, 250 Professionals and project staff & Companies/Vendors engaged with NCERT.
3. In line with the stated details and in compliance of the terms and conditions as mentioned in the tender document, the bidders may submit their on-line bids (technical and financial) at CPP portal for the said job in the prescribed format only.
4. Pre-bid meeting will be held on the date and time as mentioned in the Section – III for clarification of queries of the perspective bidders who would like to attend the meeting.
5. Bids without the non-refundable **tender fee of Rs. 500/-** (Rupees Five Hundred only) will not be considered and summarily rejected.
6. Online bids should be accompanied with the refundable earnest money deposit (EMD), in the form of DD/BC/BG drawn in favor of Secretary NCERT for **an amount of Rs. 5,000** (Rupees Five thousand only) payable at New Delhi. Bids without EMD will not be considered and rejected summarily and no further correspondence will be entertained in this regard.
7. The opening of financial bid will be separately notified on the CPP portal for information of all technically shortlisted/ qualified bidders.
8. NCERT reserves the right to accept/reject any or all bids and cancel all the e-tender proceedings without assigning any reason whatsoever.

12. PERFORMANCE SECURITY DEPOSIT

- 12.1 The successful bidder within Seven (07) days of the acceptance of the Letter of Intent (LOI) shall execute a Performance Security@3% in form of an Account Payee Demand Draft/ BG/FDR/insurance surety bonds/online payment in an acceptable form, in favor of Secretary NCERT, New Delhi, payable at New Delhi.
- 12.2 Performance Security should remain valid for **six** Months beyond the date of completion of all contractual obligations.
- 12.3 Bid Security (EMD) will be returned to the bidders after completion of tender process and to the successful bidder on receipt of Performance Security.
- 12.4 The Performance Security can be forfeited by order of the National Council of Educational Research & training (NCERT), in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance

or for non-acceptance of the work/job order. On expiry of the contract, such portion of the said performance security as may be considered by the National Council of Educational Research & Training, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

- 12.5 If the bidder is called upon by the National Council of Educational Research & Training to deposit Performance Security and the bidder fails to provide the performance security deposit within the period specified, such failure shall constitute a breach of the contract and National Council of Educational Research & Training shall be entitled to make other arrangements at the risk, cost and expense of the lowest bidder, besides forfeiting the EMD.
- 12.6 On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the bidder without any interest.

SECTION –III

BIDDING DATA SHEET (BDS)

The specific data for the engagement of CA/Firm for Filing of TDS Return for the F.Y. 2023-24 is as follows:

S.No.	Items
1.	Address: National Council of Educational Research and Training, Sri AurobindoMarg, New Delhi-110016 Telephone No. 011-26534138
2.	Tender fee (Non-refundable) Rs. 500/- (Rupees Five Hundred only)
3.	Amount of Earnest Money Deposit (EMD): Rs. 5,000/- (Rupees Five thousand only)
4.	The bid validity period shall be 180 days after the date of bid opening.
5.	Last date and time of uploading bid upto 24.07.2023 at 5.30 p.m. Last date and time of submitting of EMD and other documents at Accounts Branch, NCERT up to 25.07.2023 5.00 p.m.
6.	Date and time of the opening of technical bids: Date: 26.07.2023 Time: 11.00 AM The bid opening shall take place at: CAO Office, Room No. 214, Accounts Branch, 1 st Floor, Zakir Hussain Khand NCERT, Sri AurobindoMarg, New Delhi-110016

SECTION –IV
SCOPE OF WORK

(1) Job description for Filing of TDS Return for the Financial Year 2023-2024

- (a) NCERT will provide the TAX DEDUCTED at SOURCE data under various section i.e. 194C, 194J, 194Q, 192A, 206AB etc., along with the deposited Challan on Quarterly basis. However, the compilation of above and final responsibility will be of the C.A. engaged with NCERT.
- (b) The CA/Firm will compile and file the Quarterly returns in respect of NCERT.
- (c) The CA/Firm will depute man power for compiling and generating Annexure-II (Form 24 Q) and prepare the same at the end of the given Financial Year.
- (c) The CA/Firm will require to generate form 16A on quarterly basis from traces portal.
- (d) The CA/Firm will require to generate form 16 in r/o of salaried/pensioners/Professionals/Companies of NCERT on Annual basis form traces portal.
- (e) The CA/Firm may file of revised return for mistake not attributable to the concerned agency as and when required.
- (f) The CA/Firm assigned the job will undertake any queries raised by the Income Tax Department during the course of processing of returns of any quarter/yearly statement and also rectify manual/technical errors, if any arises, nothing extra will be paid on the account.
- (g) Providing of consultancy (Verbal, Written) for any confusion/Query/Clarification/Justification asked by employee/Authority of NCERT and Audit objections raised by CAG/IAC.
- (h) The CA/Firm assigned the job will have to reply and represent NCERT in Income Tax Office for current as well as previous years (old cases), if any.

(2) Time for completion of work related to Filing of TDS Return for the F.Y. 2023-24.

The work should be completed within the time prescribed by Income Tax Department from time to time.

SECTION – V

ELIGIBILITY CRITERIA

Eligibility Criteria (Essential for Technical Bid). All related documents must be attached/uploaded as proof.

1. The C.A./Firm having experience of more than 10 years in Chartered Accountancy.
2. The C.A./Firm should have its office in Delhi/NCR.
3. The C.A./Firm must be currently providing consultation/services relating to filing of TDS Return to its clients (minimum 3 Government/Autonomous clients). The clients must have minimum 3 years of experience in relevant field of Govt./Autonomous bodies. The firms must provide the list along with documentary evidence of at least three client for which they have rendered similar services in each of the past three years along with performance certificate.
4. The C.A./Firm must have minimum average annual turnover of Rs. 1 Crore in three financial year i.e **2019-20, 2020-21, 2021-22** ITR and audited financial statement indicating annual turnover.
5. Photocopy of PAN Card of owner/partner/Chartered Accountant/firm.
6. Registration/License No. & Date and validity of license of the Chartered Accountant/Firm.
7. GST registration certificate of Chartered Accountant/Firm .
8. Bank details of Chartered Accountant/Firm.
9. ITR and audited financial statement for the three financial years i.e.**2019-20, 2020-21, 2021-22**
10. Profile of the Chartered Accountant/Firm.
11. An undertaking on Rs. 100/- non-judicial stamp paper duly attested by notary regarding non-blacklisting and non-registration of legal case against the Chartered Accountant/Firm .
12. Upload copy of integrity agreement duly signed by authorized signatory of firm.
13. Solvency certificate issued by Bank clearly indicating the bank account number of the Chartered Accountant/Firm.

(All supporting documents must be uploaded duly signed and stamped otherwise no cognizance with regard to mere filling up the documents will be taken. The paging of attached document is must along with index/checklist.)

SECTION – VI

TERMS AND CONDITIONS

1. Procedure for submission of Bid

- a) The tender will be invited in two bid system i.e. Technical bid and Financial bid by online through CPP portal.
- b) The prospective bidders are requested to go through the tender documents and submit their bids only online on CPP Portal. Offline bids will not be entertained at any cost. The bidders are also requested to submit original DD/BC/BG of tender fee and EMD Amount to the Sr. Store Officer, S&S Section, Workshop Building, NCERT, Sri AurobindoMarg, New Delhi – 110016 before closing date and time of tender.
- c) After opening the Technical Bid and analyzing requisite criteria at technical bid, the financial bid of only those bidders will be opened who have technically qualified with the approval of Competent Authority.

2. Amendment of Bidding Documents

- a) At any time prior to the deadline for submission of Bids, the NCERT may amend the Bidding Documents by issuing an addendum/ corrigendum.
- b) The amendment/addendum/corrigendum etc. if any will be notified/ displayed on NCERT's website i.e. www.ncert.nic.in and CPP Portal <http://eprocure.gov.in/eprocure/app> and the bidder should regularly visit the NCERT website to keep themselves updated. The amendment will be binding on all the Bidders.
- c) In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bid. The NCERT may, at its discretion, extend the deadline for the submission of Bids.

Bid Prices

- a. Bid prices will not be adjusted for any conditional or unconditional circumstances.
- b. Prices quoted by the Bidder shall remain fixed during bidder's performance of the contract and not be subjected to variation on any account.
- c. A bid submitted with any different adjustable price quotation will be treated as non responsive and rejected.
- d. Bid Currencies Prices shall be quoted in Indian Rupees only. (INR)

3. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall provide documentary evidence of his/her eligibility and qualification to perform the contract (to NCERT's satisfaction) if his/her Bid is accepted, as per the Eligibility Criteria specified in the Bidding/ Tender document.

4. Deadline for submission of Bids

1. Bids must be uploaded on CPP portal on or before the closing date and original copy of EMD & Tender fee in shape of DD/BC in favor of Secretary NCERT must be submitted to Sr. Stores Officer, S&S Section, NCERT, New Delhi – 110016 on or before the closing date.
2. The NCERT may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents.

5. Award Criteria

NCERT will engage the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

6. Fraudulent and Corrupt Practices

NCERT requires the Bidder to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988 and undertakes not to approach any concerned official or bring to bear any influence of inducement upon any official with the intent to gaining any undue advantage in securing the contract.

7. SUB CONTRACT, TRANSFER OR ASSIGN THE CONTRACT:

The Consultant should not entrust the work on sub-contract, transfer or assign the contract or any part thereof to any third party. In case this is not followed, it will be treated as breach of contract and the contract will be terminated at the risk and cost of the firm.

8. Bid Security (EMD) can be forfeited:

- i. If the bidder withdraws his bid during the tendering process of the bid validity specified by the bidder in the bid form; or
- ii. In case of successful bidder, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the tender document.
 - b) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - c) Fails to furnish required performance security if any, in accordance with the terms of tender document within the time frame specified by the NCERT.
- iii. Irrespective of the above, if any of the information, details, documents, etc. is found to be incorrect/forged/fabricated, the NCERT shall be entitled for forfeit the earnest money.

9. Time for completion of work related to Filing of TDS Return for the F.Y. 2023-24

The work should be completed within the time prescribed by Income Tax Department from time to time.

10. Terms of Payment:

in respect of payment for filing of TDS return :- Payment shall be made on quarterly basis after completion of the satisfactory work of e-tax filing related matter with Income Tax Department on receipt of satisfactory certificate from DDO, NCERT.

11. Consortium

Consortium will not be allowed to participate in the bidding process at any cost by the NCERT.

12. Other Conditions:

for this purpose no conveyance charges will be paid.

The Secretary, NCERT, reserves the right to cancel/terminate the contract awarded if the performance is not found satisfactory without assigning any reason any time during the contract.

SECTION – VII

Technical bid only (Eligibility Criteria for Technical bid as per Section- V of Tender Document to be filled by the bidder)

PROFROMA FOR TECHNICAL BID

1.	Name of Agency	Scanned copy of document must be uploaded	Page number of uploaded document
1.	a) Profile of the Chartered Accountant/Firm.		
	b) Name of Proprietor/ Director/ Authorized person		
	c) Full Address of registered Office and Operating office in Delhi/NCR		
	a. Telephone No. b. Fax No. c. E-mail Address		
2.	The Firm having at least one partner with experience of more than 10 years in Chartered Accountancy practice as per Section – V at S.No 1.		
3.	Address of firm in Delhi/NCR as per Section – V at S. No. 2.		
4.	Self Attested copy of experience and performance certificate (minimum 3 Govt/Autonomous bodies) as per Ministry of Education format.		
5.	The Firm having minimum average annual turnover of Rs.50.00 lakh in three F.Y 2019-20, 2020-21, 2021-22 as per Section –V at S.No.4		
6.	Self attested scanned copy of DD/BC of Rs.500/-in shape of DD/BC in favor of Secretary NCERT payable at New Delhi on account of tender cost (non-refundable)		
7.	Self-attested scanned copy of DD/BC of Rs. 5,000/- in favor of Secretary NCERT payable at New Delhi on account of EMD of tender document.		
8.	Self attested scanned copy of Registration number, License number		

	and validity of firm/agency.		
9.	Self-attested scanned copy of PAN Number to be uploaded. However, PAN card in the name of proprietor can be considered subject to production of ITR acknowledgement and computations of taxable income duly certified by C.A.		
10.	Certificate of Constitution of Chartered Accountant firm/Registration Certificate of the firm.		
11.	GST registration certificate of Chartered Accountant /Firm.		
12.	Bank details of Chartered Accountant /Firm.		
13.	Self-attested copy of ITR of the firm only for three financial year's i.e. 2019-20, 2020-21, 2021-22.		
14.	Self-attested scanned copy of experience certificate in the relevant field in Govt./Autonomous body for last three years i.e. 2019-20, 2020-21, 2021-22.		
15.	Self-attested scanned copy of Undertaking regarding acceptance of all the terms and conditions of the tender document as per Annexure-A (Copy may be enclosed)		
16.	Non-blacklisting/ Non- Debarment certificate on non-judicial stamp paper of Rs. 100/- as per Annexure –B attested by notary		
17.	List of Organization/Institutions served in the past in the field of preparation of Annual Account.		
18.	Upload scanned copy of integrity pact duly signed by authorized signatory of firm		
19.	Bank solvency certificate issued by Bank clearly indicating the bank account number of Chartered accountant/Firm		

I hereby certify that the information furnished above is complete and correct to the best of my knowledge and belief. I understand that in case any

deviation is found in the above statement at any stage. The bid will be rejected and our firm will be black listed. I also certify that I have read and understood all the section of the tender document and acceptable to me.

All supporting documents should be attached duly signed and stamped along with the Annexure. Otherwise no cognizance with regard to mere filling up the document will be taken.

Signature and stamp of authorized signatory

Place:.....

Date:

SECTION –VIII

(2) PROFESSION FEES IN RESPECT OF FILING OF TDS RETURN FOR THE F.Y. 2023-24

Particulars	Basic Rate	GST	Total
Quarterly e-filing, Generation of Form 24Q & 27A, FVU Files and submission o quarterly returns for salaries employees/Pensioners of NCERT & generation of form 16 on Annual basis			
Data Entry, Quarterly e-filing, Generation of Form 26Q & 27A, FVU files and submission of quarterly returns in respect of TDS deducted on Agency bills etc & generation of form 16 A on Quarterly basis			
For correction etc. filing of revised returns for mistakes not attributable to the concerned Agency			
Data Entry in Form 24Q on Annual basis			

The rates should be inclusive of all incidental expenditures like conveyance, photocopy charges, typing charges, generation of forms etc.

Name of firm

Name of owner/partners

Address of the firm

Signature and stamp of authorized signatory

Annexure “A”

UNDERTAKING

(To be submitted on the letterhead of the firm)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the National Council of Educational Research & Training to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I/We hereby undertake to provide consultancy services as per the direction given in the tender document/contract agreement.

Signature of the Authorized signatory

Date:

Place:

Designation:

(Office seal of the Bidder)

Annexure “B”

Non-blacklisting/Non-debarment Certificate

(Format of Non-blacklisting certificate/non-debarment by any Central/State Govt. Organization/Autonomous bodies in the past years to be submitted on non-judicial stamp paper of Rs. 100/-)

To,

The Secretary
NCERT
Sri Aurobindo Marg
New Delhi – 110016

Sir,

I/We hereby confirm and declare that M/s is not blacklisted/debarred by any Central/State Govt. organization//Autonomous bodies for which we have Executed/undertaken the works/services during the past years.

Authorized Signatory

Official Stamp

Date:
Place:

INTEGRITY PACT

To,

The Secretary
NCERT,
New Delhi-110016

Sub: Submission of Tender for engagement of Chartered Accountant in NCERT, New Delhi as Consultant for Filing of TDS return for the Financial Year 2023-2024:-

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized
to Sign the relevant contract on behalf of NCERT.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2022

BETWEEN

Secretary NCERT, New Delhi

NCERT, , (Hereinafter referred to as the

'Principal/Owner', which expressions shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through (hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expressions shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender No.

.....) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "engagement of Chartered Accountant in NCERT, New Delhi as Consultant for preparation of Annual Account of NCERT HQ and its constituent units for the Financial Year 2022-23 and Filing of TDS return for the Financial Year 2023-2024

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of a biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever.

during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach-

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- 2) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. Imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 3) **Forfeiture of Performance Guarantee/Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 4) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government

or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pact on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 04 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority of NCERT, New Delhi.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 (signature, name and address)

2 (signature, name and address)

Place:

