



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/6185607 Dated/दिनांक : 15-05-2025

Bid Document/ बिड दस्तावेज़

| Bid D | Details/बिड विवरण |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 05-06-2025 21:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 05-06-2025 21:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Communications |
| Department Name/विभाग का नाम | Department Of Posts |
| Organisation Name/संगठन का नाम | North East Postal Circle Shillong Meghalaya |
| Office Name/कार्यालय का नाम | Shillong |
| क्रेता ईमेल/Buyer Email | aoicosb.ne@indiapost.gov.in |
| ltem Category/मद केटेगरी | Financial Advisory Services - Onsite; Tax Advisory |
| Contract Period/अनुबंध अवधि | 1 Year(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 5 Lakh (s) |
| Years of Past Experience Required for same/similar service/उर्न्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 5 Year (s) |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छ्ट प्राप्त है | Yes |
| Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छ्न्ट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| Bid Details/बिड विवरण | |
|--|---|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | Yes |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 750000 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | Yes (<u>Arbitration clause document</u>) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| Advisory Bank/एडवाईजरी बैंक | State Bank of India |
|-----------------------------|---------------------|
| EMD Amount/ईएमडी राशि | 15000 |

ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%) | 3.00 |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 15 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Sr. Postmaster

Shillong, Department of Posts, North East Postal Circle Shillong Meghalaya, Ministry of Communications (Sr. Postmaster, Shillong Gpo)

MSE Purchase Preference/एमएसई खरीद वरीयता

| chase Preference/एमएसई खरीद वरीयता |
|------------------------------------|
|------------------------------------|

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in

support of having provided services during each of the Financial year. 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have guoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of guoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:5

Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:5

Scope of work to be uploaded by buyer:<u>1745997442.pdf</u>

Financial Advisory Services - Onsite; Tax Advisory (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values | |
|---|--|--|
| Core | | |
| Deployment Location | Onsite | |
| Category of financial advisory service | Tax Advisory | |
| Sub-category of Financial Advisory Services | Filing GST , Compliance and Governance Needs , Support for Tax Assessment , Negotiations Support | |
| Financial Advisory Reports | Yes | |
| Frequency of Progress Report | Monthly | |
| Type of Professional/Resources required | GST expert , Financial Consultant , Chartered accountant | |
| Qualification of Professional/Resources required | Graduate / Post-Graduate in finance , Knowledge Expertise , Post-Graduate in relevant field , CA , CS , ICWA , CPA/CFA/CMA | |
| Certification of Professional/Resources required | Master's in Business Finance (by ICAI) , Indian Accounting Standards (Ind AS) , Valuation (by ICAI) | |
| Total Experience of Professionals / Resources (In years) | 5 - 7 Years | |
| Addon(s)/एडऑन | | |
| Post Financial Advisory Support | NA | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | To be set as 1 | Additional Requirement/अतिरिक्त आवश्यकता |
|-------------------|--|---|-------------------|--|
| 1 | Sriram Ojha | 793001,O/o Chief Postmaster General North East Circle, Shillong - 793 001 | 1 | N/A |

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

1. Generic

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

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SR.POSTMASTER, SHILLONG GPO payable at SBI MAIN BRANCH SHILLONG

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

SR. POSTMASTER, SHILLONG GPO
payable at
SBI MAIN BRANCH SHILLONG
After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

4. Service & Support

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

5. Service & Support

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

6. Past Project Experience

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के विडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

TENDERFORENGAGEMENTOFPROFESSIONAL GSTCONSULTANTS FORAPERIODOF ONE YEAR IN NORTH EAST POSTAL CIRCLE

| TABLEOFCONTENTS | | |
|-----------------|---|--------|
| Sl.No | Contents | PageNo |
| 1 | IntroductiontoBid | 2 |
| 2 | Terms of Reference | 3–7 |
| 3 | Part I-TechnicalBidEvaluation | 8-10 |
| 4 | PartII–FinancialBidEvaluation | 10 |
| 5 | AdditionalTermsandConditions(ATC) | 11 -16 |
| 6 | UndertakingofNon-Debarment/Non-Blacklisting(Annexure-I) | 17 |

NOTICEINVITINGONLINETENDER

INTRODUCTIONTOBID

- Online bids through the GeM portal are invited by the O/o CPMG, North East Postal Circle, Shillong
 for Engagement of Consultancy agency for providing services of Chartered Accountants for GST for a
 periodof12 monthsfor North East Circlewitha minimumof2 (Two)consultants, onscope for further
 extension by another 12 months on mutual consent, subject to satisfactory performance during the
 contracted period and at the buyer's discretion.
- 2. The tender document is made available through GeM portal on or before the due date and time of submission.
- 3. Thetenderdocument consists of two volumes PartITechnical Bidand PartIIPrice Bid.
- 4. The complete tender document shall be submitted online as tender offer on or before the due date and time of submission.
- 5. Bidsecurity(EMD)orMSMEcertificateshallbepaidasdescribedintheTenderDocument.
- 6. The offer (both Technical & Price) must be valid for a minimum of 180 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 7. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in the document and bidders are advised to submit below mentioned documents to qualify for the award of the contract.
 - Thebidder shouldsubmit self-declarationstatingthat thebidder has not beenblacklisted/debarredby any Government department/agency / falling under the denied entity list of Reserve Bank of India, Nationalized banks, or any Public Sector Unit or any other body recognized by Government of India.
 - Allthedocumentsrequiredtomeet theeligibilitycriteria, asper Para 1andPara2of PartI(TechnicalBid) of the Terms of Reference shall be submitted along with the bid.However, Department reserves the right to call for any shortfall document, if need arises.
 - Technical Bid shall be uploaded through GeM portal. The Tenderershall submit Self attested copies of the documents.
- 8. If the offers are not received according to the instructions detailed here in above, they shall be liable for rejection.

TermsofReference(TOR)

1.1 Introduction

TheDepartment ofPosts(DoP) isa GovernmentDepartmentunder theMinistryofCommunicationsof the Government of India. It is responsible for providing postal services in India, including mail delivery, money orders, and savings bank services. The North East Circle is headed by the Chief Postmaster General, Department of Posts. The DoP has a network of over 8888 post offices across Circle. Thesepost offices areclassified into3 types:HeadPost Offices, Sub-Post Offices, andBranch Post Offices. Head post offices are located in major cities and towns. Sub-post offices are located in smaller towns and villages. Branch post offices are located in rural areas. For administrative efficiency, the network is further divided into 7 Postal Divisions.

1.2 Background:

GSTStructureandComplexities

TheGoods andServices Tax(GST)structureinDoP is uniquely multifaceted. With 13 GSTINs(GST registrations) in the circle, each CDDO (Cheque Drawing and Disbursing Officer) functions as a separate GST-registered person. While the majority of these GSTINs reside within operational Head Post Offices, others belong to accounts or other offices.

Thisconfigurationcreatesinherentcomplexities:

- **Decentralized Business and Expenditure:** Revenue-generating postal services aredelivered by operative post offices, while administrative offices incur associated expenditures. Often, a single administrative office oversees multiple GST-registered locations.
- **Disparate Procurement:** ThePostalStoresDepot,withoutitsownGSTIN,procuressupplies for operative offices spread across numerous GSTINs.
- **Individual Return Filing:** Each GST-registered person is independently responsible forfiling returns.

1.3 Key Challenges

The Circle faces a range of challenges in interpretation and implementation in compliance to GST, as summarized below briefly:

- Day to day Operational GST issues:GSTregistrationpersonwithinthecirclefacesday-to- day GST issues.
- **Input Tax Credit (ITC) Issues:** Complexities in claiming ITC against administrative expenditures, assessing ITC applicability, and calculating eligible ITC amounts and appropriate utilization of ITC across all DDOs.

1.4 TheNeed foraGST Consultant

• A consultant will provide the technical expertise required to support Circle level GST committee and DDO's on day-to-day operational activities to streamline the GST compliance and assist in addressing the operational concerns that arise. Any policy related issuesescalated to theDirectoratethrough theLead PAO, byCirclelevel committee will bewith the opinion of Circle Level GST Consultant.

1.5 Objective

The objective of engaging a GST Consultant at the circle level is to ensure comprehensive GST

compliance,optimizeGSTProcessandprovidestrategicsupportinresolvingGSTrelatedissues within Postal Circle. The consultant will:

- **Provide Operational GST Support:** Support toCirclelevelGST committee/GSTregistrationperson withinthecirclefor day-to-dayGST issues&alsohelp toDDOs/NCDDOsin Troubleshooting. Assist GSTRPs in verifying vendor invoices for GST compliance, monitoring timely filing of GST returnetc. conducting GST audits of the DDOs and conducting meetings at DDO & RO level to streamline GST issues.
- **Guide about the GST Refunds:** Guide GSTRPs/DDOs through the GST refund process, including documentation, filing, and follow-up with authorities.
- Liaison & Communication: Maintain regular communication with the central GST consultant. Providing updates on circle-level compliance status and seeking guidance as needed.
- **Build GST knowledge and capacity:** Deliver GST training at various levels of DoP staff under the Circle and conduct regular refresher workshops to maintain staff expertise. Assist the central consultant in tailoring training materials for circle-level needs and potentially deliver local training sessions or workshops in line with the centrally designed curriculum and work towards the implementation of the "One State, One Registration" policy.
- **Provide Advisory Services:** Interpret andprovidepractical guidancetoDDO's onGST circularsand notifications issued by both central and state-level authorities. Identify GST related policy issues and escalate them to the central-level GST consultant with comprehensive analysis and relevant documentation for in-depth advisory support.
- Offer dispute resolution and litigation support: Provide expert analysis and assistance in GST disputes and audits, facilitate communication with tax authorities, and analyze past disputes for proactive risk mitigation.
- Ensure Knowledge Development & Implementation: SharerelevantGSTupdatesandinsightswith DDOs to enhance their understanding.
- **Best Practice Adoption:** Collaborate with the central GST consultant to implement best practices, process improvements at the circle level. Ensure implementation of policies created at Directorate.
- Monitoring Service tax related matters: Assist DDOs issues pending in connection with Service Tax related matters.

2 The Consultancyfirm is expected towork on the following broad areas within the time frame defined by the Department to overcome the key challenges and achieve the objective as pointed above:

| Activity | Activities(inbrief)tobeperformed | |
|----------------------------------|--|--|
| OperationalGST Supportto DDOs | • Support to GST registration person/DDOs&help in Troubleshooting related to GST: Provide direct support to GSTRPs withinthecirclefor day-to-dayGST issues, including:GSTregistration queries, updates, and maintenance of records, proper collection and deposition of GST, Timely GST return preparation, filing, and resolving filing errors, Addressing short payments or non-collection of GST & ITC calculation, reconciliation, and utilisation guidance etc. | |
| | • DDO-Wise Analysis: Conduct a comprehensive DDO-wise review of existing DoP GST registrations. | |
| | • Risk Analysis: Assess risk related to existing registrations, pinpointing areas of non-compliance or vulnerability to dispute | |

| | • VendorInvoice&Reconciliation: AssistGSTRPsinverifyingvendor invoices for GST compliance, reconciling purchase records with GST filings, and identifying ITC discrepancies. | |
|---|--|--|
| ComplianceMonitoring & Escalation | • Circle-Level Compliance Monitoring: Conduct periodic GST compliance checks for DDOs within the circle, proactively identifying potential issues. | |
| | RiskAssessment:Flagpotentialcomplianceriskslikeincorrecttax rates,ITCmismatches,orproceduralerrorstomitigatepenaltiesor futuredisputes. | |
| | • IssueEscalation: For policy level issues, escalate to the central GST consultant with comprehensive analysis and relevant documentation. | |
| ConductGSTtraining to staff on field as | • Training Resources: Develop training materials, including presentations, FAQs, and online resources for ongoing reference. | |
| prescribed by Directorate level committee | • Knowledge Updates: Conduct regular refresher sessions and workshops to update staff for various levels of DoP staff under the Circle on changes in GST legislation, evolving best practices, and key learnings from past disputes or audits. | |
| | • GST Training Support: Assist the central consultant in tailoring training materials for circle-level needs and potentially deliver local training sessions or workshops in line with the centrally designed curriculum. | |
| GSTCompliance Assistance | Policylevel issuesraisedbyCirclelevel committeemaycommunicate to Directorate via Lead PAO | |
| | Assistanceinrelationtocomputationoftaxliabilityandguidancein relation to discharge of liabilities under the following legislations: | |
| | 1.GoodsandServicesTax 2. Accounting issues related to GST involving both accrual and cashbased accounting as applicable. 3. Any other Indirect Taxes Assistance on issues raised during filingof GST Returns, as detailed below: - GSTR-1A GSTR-2 | |
| | Review of GSTR 2A and communicating with suppliers of inward supplies in order to get input credit as per accounts of IR. Review of GSTR-1A and communicating with the receiversof outward supplies of Port. ITC-1for inputcreditsunder GST,SGST and IGST. GSTR7forTDS under GST. GSTR9for annual filing under CGST,SGT and IGST. Anyother Returns/Documents, if any, as notified by Government of India with respect to GST. | |
| Liaison &Communication | • CentralConsultantCoordination: Maintainregularcommunication with the Directorate GST consultant, providing updates on circle-level | |

| | compliancestatusandseekingguidanceasneeded. |
|---|---|
| | Any Policy level issueswhich are sentby Circle Level Committee to DirectorateLevelCommitteeshouldcontainopinionoftheCircle LevelGSTConsultantontheissue. |
| | GSTRPsCommunication:Establishclearcommunicationchannels withDDOs,ensuringpromptresponsestoquerieswithintheagreed- uponServiceLevelAgreement (SLA). |
| AuditCompliance | • ProvideAssistance: Assistanceduringauditprocessinitiatedunder GST law by other authority |
| | • Expert Analysis of GST Audit Findings: Provide in-depth opinionsor complex GST issues raised during audits undertaken by various authorities.Deliveractionableguidancetoresolvethesematters effectively. |
| Knowledge Development&Implem entation | • LocalUpdates: Stayupdatedonstate- specificGSTcircularsandnotifications that may impact DoP operations within their circle. |
| | KnowledgeSharing:SharerelevantGSTupdatesandinsightswith DDOstoenhancetheirunderstanding. |
| | BestPracticeAdoption:CollaboratewiththecentralGSTconsultant toimplementbestpractices,processimprovementsatthecirclelevel. |
| LegalAdvisory services | • To assist and advice to DDO's for preparing proper response to the queries raised by the Tax Administration from time to time under the GST law in connection with any of the above activities or any other related matter. |
| | • Provide legal opinion / advice on queries raised by Circle GST Committee related to the transactions and activities carried out by DDO's from GST perspective in order to ensure appropriate compliances under the GST regime. |
| | • Identify complex GST scenarios (e.g. issues with high-value transactions, potential for disputes, or requiring policy clarification) and escalate them to the central-level GST consultant/Directorate for in-depth advisory support. |
| | • Assist toCircle level committee/DDOs inrespect of issues pending in connection with Service Tax related matters. |
| | • Advise Circle level committee on proper course of action to be adopted in respect rules/laws mentioned in GST Act to avoid any future adverse implications. |
| | Anyotherincidentalworkrelatedto above. |
| Litigationsupport services | • Coordination with the GST Department: Facilitate smooth resolution of Department of Posts (DOP) related GST issues. Act as thecriticalliaisonbetweentheCircleDOPandtheStateGST authority. |
| | • PreliminaryAssessment: Conduct an initial assessment of notices or summons related to GST issues received by Circle Offices or GSTRPs. |

| Documentation & Evidence: Assist theGSTRPs in gathering a documentation and evidence to address audits, notices, or disputent of the central Liaison: Coordinate with the central-level GST constant litigation support. Facilitate communication, documentation and strategy alignment on GST litigation matters. | |
|--|--|
| | • Review Show cause Notices: Review of show cause notices orders issued by Commissioner, Commissioner (Appeal) and tribunals toguide way forward, in respect of GST. |
| | Anyotherincidentalworkrelatedtoabove. |
| Attending monthly meeting of CircleLevel GST committee | • The Consultants shall formalize the agenda and participate in the Circle Level GST committee held monthly at Shillong. |
| Visit to Regional offices and DDOs | The Consultants shall be required to visit 13 units within the circle spread across six states (Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland and Tripura) at least once in a month. The cost of these visits shall be included in the financial bid by the bidder. |
| | 2. In addition, the competent authority may direct the consultants to visit anywhere in the North East Circle as and when required. For suchadditionalvisits, theConsultants shallbereimbursed at the rates prescribed in Para 16.3 of ATC. |

- 3. In case of non-completion of therequired visits as per point no. 1 aboveby GST Consultants, penalty shall be invoked which shall be deducted from the Bill at the rate of **Rs. 10,000/-** (**Ten thousandonly**) **per short visit.**
- 4. The GST Consultants deployed are required to be available through Telephone/E-mail/Video Call/other electronic means onall working days toresolveanyissues/tasks related towork mentioned in the "Terms of Reference".

Part-ITECHNICALBIDEVALUATION

1. <u>EssentialEligibilityCriteria</u>:

The Bidders should fulfill the following essential eligibility criteria:

| Sl.no. | Parameters | Documentstobesubmitted |
|--------|---|---|
| 1 | Registration of Firms:The Bidder should be a Firm of CharteredAccountants registered with the Institute ofChartered Accountants of India with PAN andGST Registration having a minimum experienceof 5 (five) yearssincetheregistrationofthefirm as on the last date of submission ofbid.Average Turnover: | Self-attested copy of Registration CertificateoftheFirmissuedbyInstituteof Chartered Accountants of India. Self-attested copy of PAN and GST Registration. |
| | The Bidder should have average annual gross receipts / turnoverof Rs. 8 lakhs in the last 3 (Three)completedfinancialyearsi.e.F.Y. 2022-23,2023-24 and 2024-25 | • Annual turnover certificateduly attested by Chartered Accountant as per Annexure-I. |
| 3 | PastExperienceofSimilarservices:The bidder must have successfullyexecuted/completed similar Services in the FYs21-22,22-23,23-24and24-25toGovt.ofIndia/PSUs of GOI/Stat Govt./PSUs of stateGovt:-1. Three similar completed services costing notless than the amount equal to 40% (forty percent)of the estimated cost; or2. Twosimilarcompletedservicescostingnotlessthan the amount equal to 50% (fifty percent) of theestimated cost; or3. One similar completed service costing not lessthan the amount equal to 80% (eighty percent) ofthe estimated cost. | Bidder shall upload the proof of similar services (Work Order and completion certificate) Note:Mereassignments pertainingtofiling of GST Returns or GST Audit assignment will not be considered. |
| 4 | RegisteredOffice: The firm/company should have an office in Shillong. | Proof of address/Ownership documents/lease deed/electricity/water bill |
| 5 | Non-Debarment/blacklisting: | Self-declarationofnon-blacklistingoffirm asperAnnexureII,dulysigned |
| 6 | Acceptanceoftermsand conditions | CertificateofAcceptanceofTermsof Reference and Additional Terms and ConditionsoftheBiddulysigned. |

2. <u>ParametersforTechnicalEvaluation</u>

| Sl.No. | No. TechnicalCriteria | | Marks | | Documentsto be Submitted | |
|--------------|--|--------------------|-------|----------------------------------|--|--|
| 1 | Agencyprofile | | | | | |
| | Bidderhassuccessfullyexecutedaprojectcostingthe following(only GOI/PSUs of GOI & State Govt./ State Govt. to be considered): | | tate | 30 | Workorderandcompletioncertificateof project to be submitted. Note: Mereassignmentspertainingtofiling of | |
| | Above25lakhs Above15lakhs | 30 mark 20 mark | | | GST returns or GST Audit will not be considered. | |
| | Above8lakhs | 10 mark | S | | | |
| 2 | QualityofResource pers | sonnel | | | | |
| <u>2.(a)</u> | <u>YearssinceawardingofCAtothecons</u> Eachofthe2consultantsshallbeevalua marks eachbased onthe following | | | | | |
| | Morethan10years | 10marks | | | CopyofcertificateofawardingofCA | |
| | Between5 and10 years | 7marks | 20 | | | |
| | Between3 and5 years | 5marks | 20 | | | |
| | Lessthan3years | 0 | | | | |
| <u>2.(b)</u> | Experienceinsimilarservices Eachofthe2consultantsshallbeevaluatedfor5 marks each based on the following | | | 30 | | |
| | Beenapartofmorethan3similar projects to GoI/State Govt./PSUs | 5 marks | | | ExperienceCertificatefromtherespective firms/institutions worked. | |
| | Been a part of 2 to 3 similar projectstoGoI/StateGovt./PSUs | 3 marks | 10 | | | |
| | Beenapartof1similarprojectto GoI/State Govt./PSUs | 1 marks | | | | |
| 3 | TechnicalPresentation | | | | - | |
| 3.(a) | Presentation | 20 | | 30 | Presentationtobemadebythebidders. ASenior representativeofbidder tobe | |
| 3.(b) | Methodologyapproach | 10 | | | mandatorily present. | |
| 4 | ResourceStrengthoftheBidder | | | | | |
| | Morethan10no.ofCAsinthefirm | 10 | | | Payslips/Paysheet/Nominalroll/DetailsofIT | |
| | No.ofCAs inthefirmbetween7 | | | 10 | | |
| | and10 | 5 | | 10 return filing by the employer | | |
| | No.ofCAs inthefirmbetween2 | | | | | |
| | and7 | 2 | | | | |

Note 1: The bidders who meet the essential eligibility criteria as per Para 1 above will be evaluated based on the Technical Evaluation as described in Para 2 above. The bidders who score at least 50 marks in the Technical Evaluation will be selected as technically qualified bidder and only their financial bids shall be evaluated.

Note 2: The proposed resources (Consultants) submitted for Technical Evaluation shall not be changed or replaced without the consent of the Competent Authority during the execution of Contract. A penalty of Rs. 30,000/- (Rupees Thirty Thousand only) shall be levied in case of change of resources in the circumstances other than Death/Insanity/Terminal Illness/Employee leaving Organization.

Part-IIFINANCIALBIDEVALUATION

- 1. The price shall be lump sum and inclusive of all applicable taxes & duties including GST as applicable.
- 2. While quoting the price, the bidder shall consider all expenses *including* travelling, boarding, conveyance & other miscellaneous and out of pocket expenditure (except as described in "Terms of Reference"-Visit to 13 units)
- **3.** Noclaimfor expenditureother thanthepricequotedwillbeentertainedbytheDepartment onaccount of Terms of Reference provided in tender.
- 4. Ratequotedshallbefirm&shallnotbequotedwithpricevariation/discountclause.
- **5.** In cases of visits to field units (outsideAhmedabad only) by the consultants apart from the mandatory visits, the expense shall be reimbursed at the rates prescribed in Para 16.3 of ATC.
- **6.** Financial Bid is given in the following format.

| | Amount(INR)[A] | Tax(INR)[B] | Total [C] |
|-------------|----------------|-------------|-----------|
| | | | [A+B] |
| Annual | | | |
| consultancy | | | |
| fee | | | |

Note: Evaluation Shall be done on the basis of the amount quoted at [C] above.

ADDITIONALTERMSANDCONDITIONS(ATC)

1. APPLICATION:

The General Conditions shall apply in contract made by the "Office" for providing minimum of 2 (two)GST Consultants with Terms of Reference as described in this tender document.

2. PARTIES:

The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the O/o the CPMG, North East Circle 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 there under, 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 Office. 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. SIGNINGOFTENDER:

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

(a) Apartner of thefirm, if it bea partnership firm, inwhichcasehe must haveauthorityto executecontracts 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 aCompany.

N.B.(1) Incase of partnership firms, a copy of thepartnership 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 along with 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 besigned by all partners of thefirm. (3) Aperson signing the tender form or any documents forming part of the tender on behalf of another person should have anauthoritytobindsuchother personandif, on enquiryit appears thatthepersons sosigning hadnoauthority todoso, office oftheChiefPostmaster General, North East Circle may without prejudice, cancelthecontract and hold the signatory liable for all costs, consequences and damages under the Civil and Criminal remedies available.

5. OTHERTERMS ANDCONDITIONS:

5.1. The Tenderer approved for providing GST Consultants to the office (hereinafter called the "Contractor" or the "Service Provider"), will be fully responsible for ensuring services as mentioned in the Terms of Reference of the bid.

5.2. The rates should be quoted and approved will be valid for a period of one year from the date mentioned in the Award letter. Norequest for revision of rates will be entertained during the period of contract;

5.3. The successful bidder will have to enter into an Agreement for one year for Rs 100/- on Non-judicial paper. The Chief Postmaster General North East Circle, Shillong -796001 or any other competent authority of the office 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 office of the Chief Postmaster General North East Circle, Shillong -796001 or any other competent authority of the office reserves the right to reject any or all the bid(s), without assigning any reason(s).

6. COMMUNICATIONOFACCEPTANCE:

Successful Tendererwill be informed of the acceptance of histender.Necessary instructions regarding the amount and time provided for Security Deposit will be communicated at appropriate time.

7. PERFORMANCESECURITY:

7.1. The successful tenderer will have to deposit a Security Deposit within 10 days of date of award of tender online to the extent of 3% of the annual cost of the work or furnish a bank guarantee of the same value which will be valid for 6 months beyond the date up to which the contract/ extended period of contract is valid. The Security Deposit will not be adjusted against any payment due to the firm from the Office / Department.

7.2. The Security Deposit can be forfeited by order of the Chief Postmaster General North East Circle, Shillong 793001 or anyother competent authority of the office intheevent of anybreachor negligenceor 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 Office, 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.

8. PENALTY:

Intheeventof the contractor failing to:

(i) observeanyoftheconditionsoftheworkassetout herein;or

 $(ii)\ execute the working ood and work man like manner and to the satisfaction of the Office.$

(iii) (a) It shall belawful for the "Office" in his discretion in the former event to remove or withhold any part of the work until such times as he may besatisfied that contractor is able to do and willobserve the said conditions and inthelater event toreject or removeas the case may require any work executed otherwise than in a good and workmanlike manner to the satisfaction of the "Office", and in bothor 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) Providedfurther thatif in either event any excess cost beincurredbyreasonof the difference between the prices paid and the accepted "Office" 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 orany other contract orfrom the security deposit or may be demanded of him to be paid within seven days to the credit of the "Office".

(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 fixed by the "Office". In the event of the delivery of any defective work, which owning to urgency or for any other reason cannot be wholly rejected the "Office" shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.

(d) Intheeventofa workbeingwhollyrejected, "Office" mayatitsdiscretion either:-

(i) Permit the contractor toredo the same within such time as he may specify at contractor's own cost, or (ii) Arrangetoget the additional workdone elsewhere and by anyother qualified person or from anyother source than the contractor on account of which no extra expenditure will be paid by the office.

(iv) The penalty at the following rate will be deducted from the monthly bill

(a) Non-completion of the required visits as per point no. 3 (Terms of Reference) by the Consultants shall invoke penalty which shall be deducted from the Bill at the time of payment. If the no. of visits is less for the Consultant during the month, then amount of **Rs. 10,000/-** (**Ten thousand only**) **per short visit** shall be deducted from the bill.

(b) Apenalty of **Rs.30,000/- (Rupees Thirty Thousand only)** shall be levied in case of change of resources in the circumstances other than Death/Insanity/Terminal Illness/Employee leaving Organization.

(c) Apart from (a) & (b) for breach of any other terms of the contract 2% of the monthly bill amount will be deducted

 $(d) In any case penalty shall not exceed 20\ \% of the total contract value.$

(d)TheChiefPostmaster General, North East Circle Shillong 793001or anyother competentauthorityofthe Office will have the right to terminate the contract at any time due to unsatisfactory work or any other reason.

9. COMPLIANCEWITHLAWS:

TheContractor shall obtaina valid labour licenseunder theContract Labour (R&A)Act 1970andtheContract Labour (R&A) Central Rules 1971 beforecommencement of the work, a copyof whichheshall submit tothe Office of the Chief Postmaster General, North East Circle Shillong 793001.He shall continue to have availd license until the completion of work.The contractor shall also abide by and comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Apprentices Act, 1961or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.Thecontractor is fully responsible observe abovelaws as amended fromtimeto time in regard to his employees andcompensationandother benefits/risks inrelationtoemployees tobe engaged byhim.The contractor shall maintain all the statutory registers, required under labour laws.The contractor shall also produce these records on demandbythe Office of the Chief Postmaster General. North East Circle Shillong 793001 authority.If he fails to do so, his failure will be a breach of the contract and Office of the Chief Postmaster General may at its discretion cancel the contract without prejudice to any other action under the law and contract.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. NATURALCALAMITY, STRIKEETC:-

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyondthecontrolofthefirmcausingstoppageofhiswork,wherebythedeliveryorcompletionofworkmay

besuspended resulting in undue delay without penalty. "Office" shall havethepower during such stoppageto get the work done elsewhere without charging the contractor. No obligation will rest on the "Office" to payfor any portion of the work undertaken before such a stoppage. The contract shall provide every facility for removal and use of material as may be necessary for timely completion of the work.

11. INSOLVENCY:

In the event of thecontractor/firmbeing 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, North East Circle, Shillong -793001, or any other competent authority of the Office shall have the power to terminate the contract without previous notice.

12. 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 HinduUndivided Family (b) Theirspouses (c) The one related to the otherinthe 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)

13. BREACHOFTERMS 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" in that event and the Security Deposit shall also stand forfeited.

14. SUBLETTINGOFWORK:

- 14.1. Thefirmshall notassignorsublettheworkoranypartofittoanyotherpersonorparty.
- 14.2. Thetender isnot transferable.

15. PRECAUTIONARYMEASURES:

15.1. TheContractor must becarefulthat quality inservices is maintained as well s timeschedule prescribed etc., should not be disturbed.

15.2. The Contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized 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 toany person other than the person(s) authorized by the Office of the Office of the Chief Postmaster General, North East Circle Shillong 793001.

16. TERMSOFPAYMENT:

16.1. 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.

16.2. The contractor shall submit the monthly bill for the lump sum amount as per the contract in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

16.3. The costs of the mandatory visits (monthly once) of the consultants(CA) to the 13 units as well as toattend the monthly circle level meeting at Shillong shall be included in the lump sum amount quoted by the bidder. For additional visits, the consultants(CA) shall be reimbursed the expenses at the following rates:

- a) Theboarding and lodging charges at a rate of Rs.2500/- per person per day (inclusive of stay, food and all other expenses).
- b) Travelexpenseasperactualnotexceeding2ndAC/Chaircar fare.

16.4. Allpaymentsshallbemadebyaccountpayablecheque/NEFTonlyafter deductionTDS,etc.

16.5. The office of the Chief Postmaster General North East Circle, Shillong 793001 shall be at liberty to withhold any of the payment/ payments in full or in part subject to recovery of penalties mentioned in para 8 above.

16.6. Thetermpayment/ payments mentioned in this para includes all types of payment/ payments due to the Contractor arising on account of this Contract excluding Security Deposit governed by these parateclauses of the contract.

16.6. Where verapplicable all payments will be made as perschedule of payments.

17. 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 differenceshall bereferred to arbitration of thesolearbitrator to beappointed by theSecretary, 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 Shillong. The language of arbitration proceedingsshall be English. The arbitrator shall make a reasoned award (the "award"), which shall be final and bindingon 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.

(ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; thePartiesshallcontinuetoperformall of their obligations under thisAgreement without prejudice to a final adjustment in accordance with such award.

18. Information/documentstobesubmittedbeforedeployingpersonnel:

TheContractormustprovidethefollowinginformation/documentsbeforedeployingGSTConsultants:

(a) A certificate to the effect that the contractor shall be fully responsible for the conduct & behavior of the personnel.

- (b) Contractor should provide the name, address & telephone No. ofLiaison Officer who will maintain liaison with the office of the Chief Postmaster General, North East Circle Shillong 793001authorities on behalf of the firm.
- (c) The proposed resources (Consultants) submitted for Technical Evaluation shall not be changed or replaced without the consent of the Competent Authority during the execution of Contract.

19. Provisionfortermination/Extension

The contract will remain valid for one year from the date of a ward of the tender unless terminated earlier by the O/o the Chief Postmaster General, North East Circle Shillong 793001.

The Chief Postmaster General, North East Circle Shillong 793001 will reserve the right to terminate the contract at any time serving a notice period of 1 month without mentioning the reasons thereof.

The period of contract can be extended for a further period of one year based on mutual consent in oneor more spells on the same rate and terms and conditions at the discretion of the Office of the ChiefPostmasterGeneral,NorthEastCircleShillong793001.

ANNEXURE -I **Format for Annual Turnover certificate**

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related record of M/S.

situated at Address of the factory/firm>

___arand on verification of the records, we hereby certify that average Turnover and net worth of this mentioned entity/firm during the last three financial years which are as under:

| Sr. No. | Financial Year | Total Turnover Rs. In lacs | Net worth (Positive/Negative) |
|--|----------------|-------------------------------|----------------------------------|
| 1 | 2022-23 | | |
| 2 | 2023-24 | | |
| 3 | 2024-25 | | |
| Total | | | |
| Average Annual Turn Over of last three years | | | |

Place: Date

Sign and seal of Chartered Accountant

AnnexureII

UNDERTAKINGOFNON-DEBARMENT/NON-BLACKLISTING

| Date: | | | |
|-------------------|---------------|---------------------------------------|---|
| То | | | |
| | | | |
| <u>No.</u> | | | |
| Sub: | Bidforengagem | entofGSTConsultantsforGujaratPosta | lCircle Dear |
| Sir, | | | |
| neither | | cklisted by any unit of Department of | herebyconfirmthatourfirmis Posts, India nor any blacklisting is current. |
| SignatureofBidder | | : | |
| Name | | : | |
| Design | ation | : | |
| Place | | : | |
| Date | | : | |
| Seal | | : | |

AnnexureIII

ACCEPTANCEOFTERMS&CONDITIONSOFTENDER (TobegivenonCompanyLetterHead)

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

TenderReferenceNo:

NameofTender/Work:-

DearSir,

1. I/Wehavedownloaded/obtainedthetenderdocument(s)fortheabovementioned 'Tender/Work' from the website(s) namely:

_asperyour advertisement, given

in the above mentioned website(s).

2. I/WeherebycertifythatI/wehavereadtheentiretermsandconditionsofthetenderdocuments from Page No. _to __(includingalldocumentslikeannexure(s),schedule(s),etc.,),which formpartofthecontract agreementandI/weshallabideherebybytheterms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization to ohave also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I/WedoherebydeclarethatourFirmhasnotbeenblacklisted/debarred/terminated/bannedby any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

YoursFaithfully, (SignatureoftheBidder,withOfficialSeal)

| 1 | | Department of Desta |
|----|--------|---|
| 1 | DoP | Department of Posts |
| 2 | PAO | Postal Account Office |
| 3 | RO | Regional Office |
| 4 | CA | Chartered Accountants |
| 5 | GST | Goods and Service Tax |
| 6 | TOR | Terms of Reference |
| 7 | DDO | Drawing and Disbursing Officer |
| 8 | CDDO | Cheque Drawing and Disbursing Officer |
| 9 | NCDDOs | Non-Cheque Drawing and Disbursing Officer |
| 10 | GSTINs | GST registrations |
| 11 | ITC | Input Tax Credit |
| 12 | GSTR | GST Returns |
| 13 | ATC | Additional Terms and Conditions |
| 14 | SLA | Service level Agreement |
| 15 | CGST | Central Goods and Services Tax |
| 16 | SGST | State Goods and Services Tax |
| 17 | IGST | Integrated Goods and Services Tax |
| 18 | UTGST | Union Territory Goods and Services Tax |

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
 - **Communication Equipment for Defense:**
 - Radio Sets:
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set

Tactical Communication Systems:

- Software Defined Radio (SDR) Systems
- VHF/UHF Tactical Communication Systems
- Handheld Satellite Phones (e.g., Iridium)
- Combat Net Radio (CNR) Systems

Satellite Communication Systems:

- Very Small Aperture Terminal (VSAT) Systems
- Satellite Phones
- Mobile Satellite Communication Systems

Command and Control Systems:

- Battlefield Management Systems (BMS)
- Tactical Data Links
- Encryption Devices (e.g., VINBAX)
- Surveillance and Reconnaissance Communication:
- o Unmanned Aerial Vehicle (UAV) Communication Systems
- o Ground Control Stations (GCS) for UAVs
- Remote Video Terminals (RVTs)

Electronic Warfare (EW) Communication:

- EW Communication Jamming Systems
- o Communication Intelligence (COMINT) Systems

Network Infrastructure:

- Field Deployable Communication Nodes
- Tactical Communication Switches
- Mobile Communication Shelters

Navigation and Positioning Systems:

- GPS Receivers
- Navigation Systems for Vehicles and Personnel

Specialized Communication Equipment:

- Underwater Communication Systems
- Special Forces Communication Gear
- o Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- Engineering and Mining Equipment for Bomb Disposal Units:
- Modular protection vehicles
- High Altitude Clothing including Snow Boots