



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3715409  
Dated/दिनांक : 19-07-2023

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 09-08-2023 17:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 09-08-2023 17:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 90 (Days)  |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Finance  |
| Department Name/विभाग का नाम   | Department Of Revenue  |
| Organisation Name/संगठन का नाम   | Central Board Of Direct Taxes (cbdt)   |
| Office Name/कार्यालय का नाम  | Pcit Central Mumbai  |
| Item Category/मद केटेगरी   | Printing and Photocopying Service - Photocopying; Onsite; 6; 1; With Operator; Paper to be provided by service provider; A4 SIZE AND LEGAL; 75-85; JK Copier; Monochrome   |
| Contract Period/अनुबंध अवधि  | 1 Year(s) 1 Day(s)   |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                        | 16 Lakh (s)  |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष                     | 3 Year (s)   |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है              | Yes  |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |

**Bid Details/बिड विवरण**

|   |                             |
|---|-----------------------------|
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days                      |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 510000                      |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation |

**EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 8000                |

**ePBG Detail/ईपीबीजी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 12                  |

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

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

**Beneficiary/लाभार्थी :**

PR COMMISSIONER

PCIT Central Mumbai, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance  
(Pr Cit Central - 2 Mumbai)**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase 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 / Public Listed Company. 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 quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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 quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

**Printing And Photocopying Service - Photocopying; Onsite; 6; 1; With Operator; Paper To Be Provided By Service Provider; A4 SIZE AND LEGAL; 75-85; JK Copier; Monochrome ( 40000 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification                    | Values       |
|----------------------------------|--------------|
| <b>Core</b>                      |              |
| Type of Service Required         | Photocopying |
| Installation of Machine          | Onsite       |
| Number of Working Days in a week | 6            |
| Shift for Operating Machine      | 1            |

| Specification  | Values                                   |
|--|--|
| Operator   | With Operator                            |
| Paper  | Paper to be provided by service provider |
| Size of Paper( In CM)                                    | A4 SIZE AND LEGAL                        |
| Paper Thickness in GSM                                   | 75-85                                    |
| Brand of Paper   | JK Copier                                |
| Colour Type  | Monochrome                               |
| Capacity of the machine for dispensing the pages per day | 1000-5000                                |
| Resolution (DPI)   | 200                                      |
| Age of Machine   | 6 months to 1 year                       |
| Buyer will pay for Electricity Bill                      | Yes                                      |
| Cartridge  | To be provided by Service Provider       |
| <b>Addon(s)/एडऑन</b>                                     |  |
| Spiral Binding Required                                  | No                                       |

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता  | Estimated Number of Pages per month | Additional Requirement/अतिरिक्त आवश्यकता   |
|----------------|---|--|-------------------------------------|--|
| 1              | Lakshmi S. Nair   | 400021,PCIT CENTRAL RANGE - 2, R.NO - 1917A, 19th Floor, Air Indian Building, Nariman Point , Mumbai | 40000                               | <ul style="list-style-type: none"> <li>Number of months within contract period : 12</li> </ul> |

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

##### 1. Generic

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

##### 2. 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.

### 3. **Service & Support**

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

### 4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **(1) SCOPE OF WORK :**

- (i) The contract period is for one year from the date of award of contract. The contract may further be extended for a period of one more year on the same rate, terms and conditions subjected to satisfactory performance of contract.
- (ii) The scope of work is to provide one heavy duty photocopier machine with minimum speed of 60 copies per minute, auto exposer, Zoom facility, auto duplex and of a reputed make on hire basis. The manpower, material, spares, toner, paper etc. to run the machine shall be supplied by Successful bidder. The department shall only supply place for installation and electricity required to run the machine during the period of the contract. The maintenance of the machine shall also be sole responsibility of the Successful bidder. Scanning facility may also be provided as and when required.
- (iii) The Successful bidder is required to provide a well qualified Operator who is efficient in photocopying.
- (iv) In case of breakdown of the photocopier machine, replacement should be made within 24 hours.
- (v) The Successful bidder is required to maintain register for photocopying work done mentioning the details like date and number of copies and copy of the same will be attached with monthly bill after certification from the officer concerned. The signature of AO/OS of the office of Pr.CIT(C)-2, Mumbai are required to be taken on register.
- (vi) This office reserves the right to cancel the work order if the service and quality of work is not satisfactory with a notice period of 5 working days.
- (vii) The contract can be extended for a period not more than 12 months on approval of Pr.CIT(C)-2, Mumbai.

#### **(2) GENERAL TERMS & CONDITIONS :**

##### **(i) Eligibility Criteria / Technical Requirements :**

- (a) The Bidder must have three years experience of successful execution of work of providing of Rental Photocopier Machine in any Central / State Government / Local Authorities / Public Sector Undertaking. Copy of three years satisfactory performance certificate alongwith a copy of bill for e

ach year must be enclosed with the Technical Bid.

- (b) The Bidder must have a valid PAN and GST No. and copy of both should be submitted alongwith the Technical Bid.
- (c) General details as per Annexure "A" and Annexure "B" with requisite enclosure shall be submitted alongwith the Technical Bid and Financial Bid respectively.

### **(3) INTEGRITY PACT**

The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include :

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
- Principal to treat all bidders with equity and reason;
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certification, subsidiary contracts, etc.
- Bidders not to pass any information provided by Principal as Part of business relationship to others and not to commit any offence under PC/ IPC Act;
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be ap

plicable to the organization concerned.

**As per the above integrity pact, the principal promises not to seek or accept any benefit which is not legally available and the principal also promises to treat all the bidders with equity and reason. It is requested that on the above integrity pact affirmed by the principal and the bidders are requested to submit their integrity pact on the other matters as pointed above. The format for the same is attached herewith and marked as "Annexure-C" for signature from the bidders. The signed format should be submitted with the technical bid.**

**(4) Other Conditions:**

- 4.1 The successful bidder shall indemnify against Acts of omission or negligence, dishonesty or misconduct of the men/women engaged for the work and the Principal shall not be liable to pay any demurrage or compensation to such person or to third party. All damages caused by the personnel shall be charged to the service provider and be recovered from its due / bills.
- 4.2 No other person except service provider's authorized representative shall be allowed to enter the office premises. The service provider shall provide signed Identity Cards to the personnel engaged by him for the purpose of operating the photocopier machine.
- 4.3 In case any employee of the service provider is found responsible for any theft, loss or damage to the office furniture, fitting fixture and property of the office or the officers, the services provider shall be held liable for the act.
- 4.4 In the event of L1 being more than one bidder (in the circumstances of quoting the same bid price by more than one bidder), contract shall be awarded by the GeM portal on random basis.
- 4.5 The contractor shall ensure that its staff members do not solicit any tips etc. from officers, officials and visitors of the department.
- 4.6 In case of successful bidder, the candidature of the bidder shall be cancelled and the bidder is also liable to be debarred from future tendering, if the bidder
  - a) Fails to sign the contract in accordance with the terms of the bid document
  - b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
  - c) Fails or refuses to honor his own quoted prices for the services or part thereof.
- 4.7 Canvassing by any bidder in any form is prohibited.

- 4.8 Each and every bidder has to submit the bid documents through GeM portal only. Manual submission of bid documents shall not be entertained in any circumstances.
- 4.9 The personnel employed by the bidder should not smoke, chew pan, chew tobacco in any form and drink alcoholic drink within the premises.
- 4.10 Any misconduct/indiscipline by the personnel employed by the successful bidder shall not be tolerated and such person shall have to be replaced the same day when such misconduct/ indiscipline is noticed.
- 4.11 Income-tax department shall not be responsible for any disability/ injury / death of worker while doing work. The successful contractor shall only be responsible for all safety norms and compensation and shall be responsible for the insurance claim, if any.
- 4.12 The successful bidder shall have to take all necessary steps to ensure the secrecy of the office premises of Income-tax Department. Any breach towards the secrecy of the department shall lead to the cancellation of the contract forthwith and subsequent actions as per provisions of law.
- 4.13 The successful bidder shall have to submit an Indemnity Bond as per Annexure-D
- 4.14 “**Conflict of interest**”: participation by a bidding entity or any of its affiliates that are either involved in this contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding entity or their personnel have relationships or financial or business transactions with any officer/official in the office of the Pr. CIT(C)-2, Mumbai or in the office of the Members/chairman of the Tender Committee who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the office of the Pr. CIT(C)-2, Mumbai with an intent to gain unfair advantage in the procurement process or for personal gain; such bidder entity shall be disqualified during any stage of the bid.
- 4.15 Every bidder is independent to provide any other information (which is not mentioned in this bid document) along with this bid which he/ she/ it/they wish/wishes to provide.
- 4.16 The language of bid document submitted by each bidder must be either in English or in Hindi or in Marathi.
- 4.17 The successful bidder shall have to submit “Non-Disclosure Agreement/Confidential Agreements” as per Annexure-E, as required by the CISO



instruction no.1 of 2023. Further, the successful bidder shall abide by all the CISO instructions issued by CBDT with regards to information security even if the relevant clauses are not exclusively and expressively included in this bid document.

#### **(5) EMD/ePBG details**

The contractor shall submit EMD of rupees eight thousand (Rs. 8,000/-) along with the bid document. The contractor is also required to submit performance bank guarantee of rupees twenty thousand (Rs. 20,000/-) valid for a duration of twelve months

#### **Timelines:**

The following timelines have been proposed:

Bid End Date/Time (from publish date): 21 days

Bid life cycle (from publish date): 90 days

#### **(6) PAYMENTS**

6.1 The Successful bidder as Contractor, shall claim the bill of hiring photocopier supplied in a month. Bill shall be claimed by the successful bidder on monthly basis.

6.2 The Contractor shall raise invoice per month and submit the same to the office of the Pr. CIT(C)-2, Mumbai by 6<sup>th</sup> of every following month or next day of 6<sup>th</sup> day of every month, if 6<sup>th</sup> day of the month is holiday.

6.3 The bill raised by the successful bidder must contain the usage certificate from the actual users/ officials working under the jurisdiction of PCIT(C)-2, Mumbai.

6.4 All payments shall be made only after deducting statutory taxes, if applicable, as per extant rules of the Government and as applicable from time to time.

6.5 Buyer shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed

d to be a payment made to the Contractor. Income-tax Department shall provide a certificate certifying the deduction so made.

6.6 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **7. VALIDITY PERIOD OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of commencement of contract, subject to continuous satisfactory performance. The extension of contract shall solely be the discretion of the Pr. CIT(Central)-2, Mumbai within the provisions of extant rules of General Financial Rule of Govt. of India on the same terms & conditions and shall not exceed a period of another one year. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the Income-tax Department shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in the Income-tax Department.

## **8. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

8.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

8.2 The contract may be terminated forthwith by the buyer by giving one-month prior written notice to the Contractor.

8.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the buyer shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the buyer and in that event, security deposit in the form of Performance Bank Guarantee shall be forfeited and encashed.

8.4 The Contractor does not provide the services satisfactorily as per the requirements of the buyer or / and as per the Schedule of Requirements.

8.5 The Contractor goes bankrupt and becomes insolvent.

## **(9) PENALTY**

- (i) If the photocopier machine is not working or the operator is not present on any working day, then the Vendor / Contractor shall be liable for penalty @ Rs. 1000/- per day for such default.
- (ii) If the default mentioned in clause (i) above is committed for more than three times, then that may entail termination of the Contract.
- (iii) Penalty shall be deducted from the running payments.

**10. Besides above,**

- (i) **Buyer can cancel or postpone this bid any-time prior to the commencement of the contract under this bid without assigning any reason to Bidders.**
- (ii) **Further, buyer can terminate the contract under this bid any-time post commencement of the contract 'with one-month notice to the contractor without assigning any reason to the contractor.**

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**ANNEXURE - A**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR ONE RENTAL**

## **HEAVY DUTY PHOTOCOPIER MACHINE**

### **TECHNICAL BID**

|    |  |                          |
|----|--|--------------------------|
| 1. | Name, Address and Telephone Number of the Bidder   |                          |
| 2. | PAN  |                          |
| 3. | Existing Clients of the Bidder ( List to be attached for the last three 03 year) i.e.2019-2020,2020-2021and 2021-2022 ( proof to be attached as per Tender Notice) |                          |
| 4. | Annual Turnover (proof to be attached )  |                          |
|    | A. Y. 2019 - 2020  |                          |
|    | A. Y. 2020 - 2021  |                          |
|    | A. Y. 2021- 2022   |                          |
| 5. | Details regarding experience in the field ( proof to be attached)  | Name of the Organisation |
| 6. | GST No. And Registration Certificate ( copy to be attached )   |                          |

- (i) The bidder should have office / branch in Mumbai. In this regard, documentary evidence of address is to be submitted.
- (ii) Necessary documentary proof and details should be submitted with the quotation documents in respect of item numbers (a),(b),(c) and (d) mentioned above.
- (iii) No demand for revision of rate on any account shall be entertained during the contract period.
- (iv) The successful Bidder shall have to shift the photocopier machine from one place to another place as and when required by the office of the Pr. Commissioner of Income Tax ( Central) - 2, Mumbai during the period of Contract.
- (v) In case, any photocopier machine is not functional because of repairs or any other reason a standby machine of same / higher configuration shall be provided by the firm with in 24 hours. The machine should remain functional all the time with production of acceptable quality.
- (vi) It is the sole responsibility of the successful Bidder to ensure the presence of the Operator of the Photocopier Machine during office hours on all working days and beyond office hours and on holidays if and when required by the department.
- (vii) The photocopier machine is required to be installed within Two weeks from the date of awarding order. The installation report should be signed by

the firm's representative jointly with authorized Signatory in the O/o. Pr. Commissioner of Income Tax ( Central) – 2, Mumbai.

- (viii) In case the selected Bidder fails to cope up with the workload or does not render satisfactory services, the contract awarded to him shall be cancelled after serving notice allowing 5 days working time period. In this connection, the decision of the Department shall be final and binding on the contractor.
- (ix) In case, there is any dispute relating to this contract the same shall be resolved through an arbitrator nominated by the O/o. the Pr. Commissioner of Income Tax ( Central) – 2, Mumbai. The contract shall be subject to the Laws in India and the jurisdiction of the courts and tribunals in Mumbai.
- (x) The office of the Pr. Commissioner of Income Tax ( Central) – 2, Mumbai shall have the sole right to cancel bid / tender at anytime without assigning any reason.
- (xi) Bids once submitted shall not be allowed to be withdrawn and any default after acceptance of the bid shall be deemed to be non compliance of terms of contract.
- (xii) The technical bid must accompany with copies of three Return of Income filed for A.Ys 2019 – 2020, 2020 – 2021, and 2021 – 2022 and proof of turnover in these years ( Return of Income and Balance Sheet ).
- (xiii) The Financial Bid will be opened only if the bidder fulfills the eligibility criteria and conditions stipulated in the “ Technical Bid”.
- (xiv) The Income Tax Department reserves the right to accept or reject any bid without assigning any reason.
- (xv) Two separate bids viz. Technical Bid and Financial Bid are to be submitted by each bidder.
- (xvi) This office reserves the right to terminate the contract during initial period also after serving notice allowing 5 days working time period.
- (xvii) Rates quoted should be all inclusive.
- (xviii) The rate shall be quoted in the prescribed proforma for financial bid ( Annexure - B) and shall give grand total of the whole contract.
- (xix) The minimum of 40,000 copies per month shall be ensured by this office.

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#### **ANNEXURE - B**

### **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR ONE RENTAL HEAVY DUTY PHOTOCOPIER MACHINE**

#### **FINANCIAL BID**

|    |  |  |
|----|--|--|
| 1. | Name, Address and Telephone Number of the Bidder |  |
| 2. | PAN  |  |
| 3. | Rate ( Excluding Taxes) per 100 sheets in Rupees | Rs. ( In figures) -----<br>---<br><br>( In Words) -----<br>---<br><br>-----<br>--- |
| 4. | GST ( if applicable)                             |  |
|    | otal ....  | T  |

A general undertaking that all terms & conditions of this Bid Document are acceptable in the format placed at Annexure- "D" to this document. The needs to be signed by an authorized signatory of the vendor. Only the firm / concern / company meeting the above terms & conditions should submit their quotations in sealed cover. The bid shall include documentary proof in respect of each of the above points of terms & conditions. Failure to comply with any of the conditions mentioned herein in the tender document will disqualify the bidders in the CAMC process.

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**ANNEXURE - C**  
**INTEGRITY PLEDGE**

Name of the Bidder : -----

To,

The Income - Tax Department.

- Ø I promise not to offer any benefit to the employees of the principal not available legally.
- Ø I will not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certification, subsidiary contracts etc.
- Ø I will not pass any information provided by principal as part of business relationship to others and will not commit any offence under PC / IPC Act.
- Ø I will disclose the payments to be made by me to agents / brokers or any other intermediary.
- Ø I will disclose any transgressions with any other company that may impinge on the anti corruption principle.

( Signature)  
Address :



**ANNEXURE- D**  
**UNDERTAKING**

(Notarized Affidavit to be executed on non judicial stamp paper of Rs. 10/- in following format).

A copy of Affidavit should be scanned and uploaded on the GeM Portal

1. I/we, the undersigned certify that I/we have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me/us are valid and binding upon me for the entire period of contract (including extended period of contract, if any).
3. That I/We give the rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai, Air India Building, Mumbai -400021, to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of contract and take action for blacklisting my/ our agency.
4. That I/We also give rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai, Air India Building, Mumbai -400021, to forfeit the Earnest Money Deposit and blacklist our agency in case *our* agency fails to accept the work order and/ or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Principal Commissioner of income Tax (Central)-2, Mumbai to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also undertake to declare that Government of India or any other Government body or any other organization has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure /lapses of any nature.
7. That I, the undersigned that my firm/ company has not been convicted of an offence under the Prevention of Corruption Act, 1988.
8. That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

9. That I hereby certify that none of my relative(s) as defined in the bid document is/ are employed in the office of the Principal Commissioner of income Tax (Central)-2, Air India Building, Mumbai -400021, as per details given in bid document. In case at any stage, it is found that the information given by me is false / incorrect, office of the Principal Commissioner of income Tax (Central)-2, shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

10. That I, the undersigned that my firm/ company have not gone under in solvency or liquidation.

11. That I/we hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

### **Annexure-E**

#### **Non-Disclosure Agreement/ Confidentiality Agreements**

1. This Declaration ("Declaration") is entered into as of the day of signing, by \_\_\_\_\_ ("Receiving Party")

2. WHEREAS, it is anticipated that the receiving party may get access to confidential information with respect to their engagement with \_\_\_\_\_ ("Disclosi

ng Party”) for the purpose of \_\_\_\_\_ (“P  
urpose”).

3. For the purpose of this Declaration "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any product, service, process, invention, improvement or development carried on or used, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, strategies, tenders and any price sensitive information, whether or not labelled as “Confidential Information” and disclosed in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived there from.

4. All Confidential Information disclosed pursuant to this Declaration:

- a. shall be used exclusively for the Purpose of this Declaration, and the receiving party shall be permitted to use Confidential Information disclosed only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by disclosing party;
- b. shall not be distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except parties who have the reasonable need to know the Confidential Information and who are bound to confidentiality by their employment agreement;
- c. shall not be disclosed to any other third party without the prior written approval from disclosing party;
- d. Shall not be used for personal purpose or for the benefit of anyone other than the disclosing party.
- e. Shall not be used to make abridged version, copies, summaries or extract in any form, nor will remove any Confidential Information from the place of business unless authorized by the disclosing party.

5. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Declaration. The disclosure of Confidential Information and materials shall not result in any obligation to grant the receiving party any such rights therein.

6. Receiving party agrees that it shall treat Confidential Information disclosed under this Declaration as strictly confidential perpetually.

7. All Confidential Information disclosed pursuant to this Declaration shall either be returned to disclosing party or be destroyed upon cessation of engagement.

8. In the event of a breach or threatened breach of this Declaration by or any one acting on behalf of the Receiving party, without prejudice to other rights and remedies which disclosing party may have in this regard, disclosing party shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.

9. This Declaration shall be governed by laws of India.

10. If any term, clause or provision of this Declaration shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Declaration and such invalid term clause or provision shall be deemed to have been deleted from this Declaration.

11. The provisions of this Declaration may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing. I agree to have read and abide by the above Declaration.

NAME:

ID.:

SIGNATURE EXECUTED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You/धन्यवाद---