

### भारतसरकार

### GOVERNMENT OF INDIA

# कार्यालय, प्रधान मुख्य आयकर आयुक्त, मुंबई

### OFFICE OF THE

### PRINCIPAL CHIEF COMMISSIONER OF INCOME-TAX

3<sup>RD</sup> FLOOR, AAYAKAR BHAVAN, MAHARSHI KARVE ROAD, MUMBAI - 20.

□022) 2201 6181 (DIRECT), (022) 2203 9131 EXTN.2345

No.Pr.CCIT/MUM/Admn/PKB\_BKC\_AC/2022-23

Date: 19-05-2022

### TENDER NOTICE

<u>Tender Submission Start Date: 19-05-2022 at 09:30AM</u> <u>Tender Submission close Date: 07-06-2022 at 01:30PM</u>

Tender Submission Opening Date: 07-06-2022 at 04:30PM

# USED/SCRAP AIR CONDITIONING MACHINES AND WATER COOLERS

Sealed quotations are invited from the interested parties for the purchase of used/scrap air conditioning machines and used/scrap water coolers on the basis of "as is where is" lying on different floors of Building No. C-10 to C-13, Pratyaksha Kar Bhavan, BKC, Bandra (East), Mumbai – 400 051. Sealed tender documents super scribed with "Tender for Purchase of used/scrap air conditioning machines and water coolers" latest by 1:30 PM on 07.06.2022 containing separate sealed envelopes of Technical Bid and Financial Bid should be submitted by the eligible vendor in the drop box kept outside the office of the Income Tax Officer (HQ) Administration-III, Room No.345, 3rd Floor, Aayakar Bhavan, M K Road, Mumbai – 400 020. The items are available on different floors of Pratyaksha Kar Bhavan, C-10 to C-13, Bandra Kurla Complex, Bandra (E), Mumbai-400 051 which may be inspected by the eligible vendor between 11AM to 4PM (excluding lunch time) on working days upto 03.06.2022. The reserve price for this tender is Rs. 2,27,000.

The detailed tender document containing guidelines for submission of tender/quotations can be obtained by visiting the CPP Portal <a href="https://www.eprocure.gov.in/epublish/app">www.eprocure.gov.in/epublish/app</a> or from departmental web-site www.incometaxmumbai.gov.in or from the office of the Income Tax Officer (HQ) Administration-III, Mumbai at Room No.345, 3rd Floor, Aayakar Bhavan, M K Road, Mumbai - 400 020.

Income Tax Officer (HQ)
Administration-III, Mumbai

FORMAT FOR FURNISHING BIDS FOR THE CONTRACT FOR DISPOSAL OF USED/SCRAP AIR CONDITIONING MACHINES AND WATER COOLERS KEPT/INSTALLED ON DIFFERENT FLOORS OF BUILDING C-10 TO C-13, PRATYAKSHA KAR BHAVAN, BKC, BANDRA (EAST) MUMBAI-400 051.

### **TECHNICAL BID**

То
The Income-tax Officer (HQ) Administration-III
O/o The Pr. Chief Commissioner of Income Tax,
Room No 345, Aayakar Bhawan, Mumbai - 400 020

Sir,

From

I/We hereby offer to purchase from the Income Tax Department the Used/Scrap Air Conditioning Machines and Water Coolers on the basis of "as is where is" lying on different floors of Building No. C-10 to C-13, Pratyaksha Kar Bhavan, BKC, Bandra (East), Mumbai-400 051.

# 1. Our/my particulars are as under:

Sr.	12 100		
No.	Particulars		
1.	Name of the bidder	:	
2.	Complete Address of the Concern (With Tel No. and Email)	:	
3.	Name & Address of the Proprietor/Partners/ Directors (With Mobile No.)	•	
4.	Contact Persons (with mobile numbers) who would be overseeing the execution of the contract	•	
5.	PAN	:	

	(enclose photocopy of PAN CARD)		
	GST Registration Number	:	
	(photo Copy of GST Registration		
6.	Certificate)		
	Vendor should submit the copy	:	
	of return of income for the latest		
7.	financial year		
	Vendor should submit the copy		
	of AADHAR Card in case of		
8	Invidual.		
	Vendor must have purchased		
	Furniture and Fixture or scrap of		
	at least 25% of the value of reserve		
	price of Rs. 56,750 form any		
	Government Organization/PSU		
	during the previous 5 years. In this		
	regard, vendor has to submit the		
	copy of work order of at least Rs.		
	56,750 or more for the purchase of		
	Furniture and Fixture or scrap		
	from any Government		
	Organization/PSU. Further, the		
	vendor has also to submit the work		
	completion certificate against the		
	work order or the Xerox of demand		
	draft submitted to the seller		
	organization against the work		
9	order.		
	The bid document must include		
	Earnest Money Deposit (EMD) of		
	Rs. 25,000/- (Rupees Twenty-five		
	Thousand only) by A/c payee		
10	demand draft/pay order/bankers		
10	cheque issued by a scheduled bank		

in favour of "Zonal Accounts

Officer C.B.D.T. Mumbai"

I accept that non-submission of documentary evidence of the details mentioned at Sr. No. 2, 5, 6, 7, 8, 9 and 10 shall lead me/us to disqualify on technical evaluation.

I also declare that the terms and conditions of the tender mentioned on page No. 5 to 8 of the tender document as uploaded on CPP portal (<a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>) are acceptable to me/us and also binding on me/us.

Date:

Place:

Signature of the tenderer

#### **Terms and Conditions**

- There are approximately 100 used/scrap Air Conditioners and 31 water coolers kept on different floors of C-10 to C-13 Building of BKC, Bandra (East), Mumbai which shall have to be lifted from different floors of C-10 to C-13, BKC, Bandra (East), Mumbai 400 051 within 7 days from the date of award of contract and against the requisite/necessary payment at the amount quoted in the bid document.
- 2. Arrangement for picking up of these Air Conditioners and Water Coolers is on the basis of "as is where is" which shall have to be made by the purchaser/contractor at its own cost.
- 3. Every column of the Technical Bid and Financial should be duly filled in as well as duly signed and stamped. Sealed tender documents containing separate sealed envelopes of Technical Bid and Financial Bid should be submitted by the eligible vendor in the drop box kept outside the office of the Income Tax Officer (HQ) Administration-III, Room No.345, 3rd Floor, Aayakar Bhavan, M K Road, Mumbai 400 020.
- 4. Prior to the closing date and time of tender, once the tender is submitted no withdrawal shall be allowed. No tender shall be accepted without earnest money deposit and after due date and time. For the purpose of this tender, the definition of eligible vendor is as under:
  - i. Vendor should have valid PAN;
  - ii. Vendor should have valid GST Registration Number;
  - iii. Vendor should have valid proof of address;
  - iv. Copy of Aadhar Card in case of individual should be submitted;
  - v. Vendor should produce the copy of acknowledgement of return of income filed for the latest financial year;
  - vi. Every column of the Technical Bid and Financial should be duly filled in as well as duly signed and stamped.
  - vii. Vendor must have purchased Furniture and Fixture or scrap of at least 25% of the value of reserve price of Rs. 2,27,000 from any Government Organization/PSU during the previous 5 years. In this regard, vendor has to submit the copy of work order of at least Rs. 56,750 or more for the purchase of Furniture and Fixture or scrap from any Government

Organization/PSU. Further, the vendor has also to submit the work completion certificate against the work order or the Xerox of demand draft submitted to the seller organization against the work order;

- viii. The bid document must enclose Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five Thousand only) by A/c payee demand draft/pay order/bankers cheque issued by a scheduled bank in favour of "Zonal Accounts Officer C.B.D.T. Mumbai"
- 5. The sealed envelope of tender document containing separate sealed envelopes of technical bid and financial bid must be dropped in the tender box kept outside the office of ITO (HQ) Admin-III, Mumbai, at Room No. 345, Aayakar Bhavan, Mumbai before the closing date and time of the submission of tender document. No opportunity shall be given to the bidders to modify or withdraw the tender at any stage during the validity period. Incomplete tender or tenders submitted with qualifying conditions or with condition at variance with the Special as well as General terms and conditions of tender are liable to be rejected.
- 6. Assignment of contract and/or sub-contract of this contract either in whole or in part are strictly prohibited. The Pr. Chief Commissioner of Income Tax, Mumbai may at his discretion terminate the contract and forfeit the security money as well as the bid amount of materials in the event of parting of any interest, in assignment of and/or sub-contract of the contract, either in whole or in part by the tenderer, if and when the fact of such parting assignment and/or subletting comes to light.
- 7. The vendor shall be bound by the rate given by him in the quotation filed in Financial Bid, irrespective of the market price which may fluctuate during the period.
- 8. Delivery shall be made ex-godown and lifted by the tenderer at his own cost. The tender is being floated on the basis of "as is where is" which means that the materials of contract shall have to be lifted from the place where it is kept and in the condition in which it is.
- 9. The Earnest Money Deposit submitted by the successful bidder shall be converted into Performance Guarantee deposit and no interest shall be paid on Performance Guarantee deposit. Earnest money deposit of all unsuccessful bidders shall be returned in due course and no interest shall

- be paid on earnest money deposit. However, if the successful tenderer abandons the contract, his earnest money deposit will be forfeited.
- 10. The contract shall be awarded to the successful highest bidder. In case the successful highest bidder does not lift the items mentioned within the stipulated period given in the work order, the EMD/Performance Guarantee Deposit of such bidder shall be forfeited and the contract shall be awarded to the second highest bidder subject to the condition that the second highest bidder agrees to pay the contractual amount equal to the amount offered by the highest bidder. Penalty of Rs.25,000/- per day shall be imposed on the defaulting party, from the day of default till the day the contract is awarded to the second highest bidder.
- 11. If the successful bidder pays EMD but does not pay the contractual amount within stipulated time as per work order, EMD paid by such vendor shall be forfeited and penalty of Rs.25,000/- per day shall be imposed on the defaulting party, from the day of default till the day the contract is awarded to the second highest bidder. In addition to these, penalty equivalent to the EMD amount shall also be levied.
- 12. If the successful bidder pays EMD and contractual amount both but does not lift the materials as per work order within the stipulated time, EMD paid by such vendor shall be forfeited and penalty of Rs.25,000/- per day shall be imposed on the defaulting party, from the day of default till the day the contract is awarded to the second highest bidder as per clause 9 (supra). In addition to these, penalty equivalent to the EMD amount shall also be levied.
- 13. The amount of sale proceeds payable against lifting of used/scrap Air Conditioners/ Water Coolers shall be paid by the vendor through Demand Draft/Cheque issued in favour of Zonal Account Officer, CBDT, Mumbai within 3 days from awarding the contract and prior to lifting of materials of contract. The successful bidder shall not be allowed to lift the scrap before submitting the demand draft of contractual amount.
- 14. Decision of the Pr. Chief Commissioner of Income Tax, Mumbai in all the matters concerning the tender will be final and binding on all. The Pr. Chief Commissioner of Income Tax has the right to cancel all or part or any tender without assigning any reason thereof.

- 15. All dispute and difference whatsoever arising between the parties out of or relating to the tender and operation or effect of the contract or on the breach thereof shall be referred to the Pr. Chief Commissioner of Income Tax, Mumbai or his/her nominees who will act as the sole arbitrator.
- 16. The materials shall have to be taken out within 7 days of receiving the work order after prior intimation to the office of ITO(HQ)Security, Mumbai and obtaining Gate pass from the ITO(HQ) Admin-III, Mumbai.
- 17. The vendor should be solely responsible for the proper disposal of the waste/scrap material collected from this office as per Government Rules and Regulations or as per rules of the Local Government Authority in force.
- 18. The vendor should not create the nuisance within premises while picking up the scraps. The vendor should pick the scraps in such a peaceful manner that there should not be any kind of disturbance in the official work or in commuting the officials in the surroundings.
- 19. GST or other taxes applicable shall be borne by the vendor and copy of the proof of GST payment should be submitted alongwith the draft of contractual amount prior to lifting of Material.
- 20. At any point of time, if it is found that any of the conditions mentioned hereinabove is violated, the following actions shall be taken against the vendor:
  - (i) The Contract will be cancelled forthwith and the contractor will be blacklisted. Further, EMD deposit shall be forfeited.
  - (ii) A penalty of equivalent amount of EMD deposit shall be levied.
  - (iii) The legal actions as per the relevant provisions of Criminal/Civil Procedure Code will be taken.
  - (iv) Any expenses if incurred by the department on legal proceeding or otherwise due to the default caused by the vendor, will have to be borne by the vendor.
- 21. The **tenders will be accepted upto 01.30 PM on 07.06.2022** and will be opened and evaluated by the Committee constituted by the Pr. CCIT Mumbai, at 04.00 PM on 07.06.2022 and informed through e-mail/by post/by telephone to the bidders.

#### Financial Bid

FIOIII,		
To		

The Income-tax Officer (HQ) Administration-III

O/o The Pr. Chief Commissioner of Income Tax,

Room No. - 345, Aayakar Bhawan, Mumbai - 400 020

Sir,

I/We hereby offer to purchase from the Income Tax Department the used/scrap air conditioner machines and water coolers on the basis of "as is where is" lying on different floors of Building No. C-10 to C-13, Pratyaksha Kar Bhavan, BKC, Bandra (East), Mumbai-400 051 .

I/We quote the rates as under:

Sr. No.	QUOTATION	Amount in Rs.
1.	Total Sales Value (For sale and disposal of all items on the basis of "as is where is".	
2	GST @ 28%	
3	Total Contractual amount (1 + 2)	

- I /We have thoroughly examined and understood the terms and conditions of 3. the tender issued by the Income Tax Department, Mumbai.
- 4. I/We shall be bound by the terms and conditions laid down in the tender document on page No. 5 to 8 of the tender document.
- 5. I/We agree to deposit the entire cost alongwith the applicable taxes of unserviceable and discarded waste material (Scrap) like chairs, tables,

wooden/steel Almirah, wooden/Metal rack etc. immediately after receiving the work order and before picking up the materials mentioned above.

- 6. I/We hereby declare that the entries made in this tender form are correct to the best of my/our knowledge.
- 7. I/We hereby agree to forfeit the earnest money deposit if the contract is abandoned by me/us after the contract is awarded to me/us.
- 8. I/We hereby agree to forfeit the contractual amount and pay the penalty equal to the amount of contractual amount/bid amount if the contract is abandoned by me/us after the contract is awarded to me/us.
- 9. I/We hereby agree to bear any expenses if incurred by the department on legal proceeding or otherwise due to the default caused by me/us.

Doto	Signature of the tenderer
Date:	
Place:	