



OFFICE OF THE
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
AAYAKAR BHAWAN,
G.S. ROAD, GUWAHATI (ASSAM) – 781005
EMAIL: Guwahati.ito.infra@incometax.gov.in

e-TENDER DOCUMENT

FOR

**ANNUAL MAINTENANCE CONTRACT OF COMPUTER SYSTEMS INSTALLED AT THE INCOME TAX
OFFICES OF THE ENTIRE NORTHEAST REGION**

F. NO. B-80/AMC/Computer System/PCCIT/NER/GHY/2025-26/6150

DATE: 03/06/2025

FINAL DATE AND TIME FOR SUBMISSION OF THE e-TENDER

11:00 HRS. ON 24/06/2025

DATE OF OPENING OF THE TECHNO-COMMERCIAL BID

11:00 HRS. ON 25/06/2025

DATE OF OPENING OF THE FINANCIAL BID

12:00 HRS. ON 26/06/2025

NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, NER, GUWAHATI
(PROCURING ENTITY)

"NOTICE FOR INVITING TENDER" (e-TENDER)

For and on behalf of the
Hon'ble President of India
The Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati [i.e. "Procuring Entity"]
invites e-tenders for Annual Maintenance Contract(AMC) of Computer Systems installed at Income
Tax Offices of the Entire Northeast Region.

1.	Tender No.	01/24-25
2.	Nature of Works	Repair and Maintenance
3.	Estimated Cost	Rs. 30 Lakhs
4.	Bid Security/Earnest Money Deposit (EMD)	5% of the tendered Value
5.	Tender Fee	Nil
6.	Performance Security	3% of the tendered Value
7.	Period of Validity of the Tender	30 Days
8.	Period of Completion of Works	as per Schedule below

SCHEDULE OF THE PROCUREMENT CYCLE

Serial No.	Process of the Procurement Cycle	Date and Time of the Process
1.	Final Date and Time for submission of the e-Tender (Both the Techno-Commercial Bid and the Financial Bid)	11:00 hrs. on 24/06/2025
2.	Date and Time of opening of the Techno-Commercial Bid	11:00 hrs. on 25/06/2025
3.	Date and Time of opening of the Financial Bid	12:00 hrs. on 26/06/2025
4.	Date of award of the Contract	27/06/2025
5.	Date of execution (signing) of the Contract	27/06/2025

NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, NER, GUWAHATI
(PROCURING ENTITY)

Note 1: The dates and times at Serial Nos. 1, 2 & 3 above are fixed and shall not be varied under any circumstance. If the particular date is declared a holiday or the office is closed for some reason, the date at Serial Nos. 1,2 & 3 will shift to the immediately next working day, however, the times in respect of Serial Nos. 1,2 & 3 will remain the same.

Note 2: The dates and times at Serial Nos. 4, 5, 6, 7, 8, 9, 10, & 11 above are approximate and may vary slightly depending on the circumstances.

Note 3: In case of a "force majeure", the aforesaid dates and times may differ substantially or the contract may have to be cancelled or annulled or abandoned.

PLACE OF SUBMISSION OF THE TENDERS

The Income-tax Officer(Technical) cum Nodal Officer in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (Procuring Entity) at Room No. 225, Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005.

PLACE OF OPENING OF THE TENDERS

Internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

The Income-tax Officer(Infra) cum Nodal Officer in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (Procuring Entity) at Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005 for Bid Security.

SITE/PLACE OF EXECUTION OF THE WORKS

The Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (Procuring Entity) at Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005.


(Sukumar Sarkar, IRS)

Joint Commissioner of Income-Tax (Technical) cum Nodal Officer,
Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati,
Aayakar Bhawan, G.S. Road, Guwahati – 781005 (Assam)
[For and on behalf of the Hon'ble President of India]

सुकुमार सरकार / Sukumar Sarkar
आयकर सेवक आयुक्त (तकनीकी)
Joint Commissioner of Income Tax (Technical)
कार्यालय प्रधान मुख्य आयकर आयुक्त,
O/o Pr. Chief Commissioner of Income Tax
आयकर क्षेत्र, गुवाहाटी / NER, Guwahati

NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, NER, GUWAHATI
(PROCURING ENTITY)

NOTICE FOR INVITING TENDERS

1. For and on behalf of the Hon'ble President of India, sealed Tenders are invited from the interested Bidders for execution of "Repair and Maintenance", as described in Chapter titled "Schedule of Requirements", in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati[i.e. "Procuring Entity"] situated/located at Aayakar Bhawan, G.S. Road, Guwahati ["Location of the Procuring Entity"].
2. The terms & conditions of various aspects of the submission of tenders, the tender process, the award and execution of the ensuing contract, the performance of the contract and other related matters shall be as per the ensuing provisions of this "Notice for Inviting Tenders" (NIT) including various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT).
3. The "Notice for Inviting Tenders" (NIT) shall be deemed to consist of all documents including various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT).
4. The terms and conditions of the "Notice for Inviting Tenders" (NIT) shall be deemed to consist of terms and conditions as enumerated in all documents of the "Notice for Inviting Tenders" (NIT) including various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT).
5. This "Notice for Inviting Tenders" (NIT) contains the following "7 (seven) Chapters":
 - a. Chapter - 1 – Definitions
 - b. Chapter - 2 - Instructions to Bidders
 - c. Chapter - 3 - Terms and Conditions of the Tender and Contract
 - d. Chapter - 4 - Schedule of Requirements
 - e. Chapter - 5 - Techno-Commercial Bid (Technical Bid)
 - f. Chapter - 6 - Financial Bid
 - g. Chapter - 7 - Contract To be Executed
6. This "Notice for Inviting Quotations" contains the following "11 (eleven) Annexures":
 - a. Annexure-1 (Covering Letter of the Bidder).
 - b. Annexure-2 (General Information of the Bidder).
 - c. Annexure-3 (Techno-Commercial Bid of the Bidder).
 - d. Annexure-4 (Financial Bid of the Bidder) in MS Excel Spreadsheet Format
 - e. Annexure-5 (Bid Security Declaration by Exempted Bidders).
 - f. Annexure-6 (Advance Warranty Certificate by the Bidder).

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- h. Annexure-8 (Integrity Pact).
 - i. Annexure-9 (Certificate from a qualified Chartered Accountant).
 - j. Annexure-10 (Plan-Drawing of the Site for the use of the Bidders).
 - k. Annexure-11 (Check List)
7. Various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT) are attached herewith.
8. The complete "Notice for Inviting Tenders" (NIT) including various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT) have been published on the website of the Income Tax Department at "<https://incometaxindia.gov.in>" and "<https://search.incometaxindia.gov.in/pages/results.aspx?k=tender>" and the website of the Central Public Procurement Portal at "<https://eprocure.gov.in/eprocure/app>". The same can be downloaded free of cost from these websites. No cost of the Tender document is payable by any Bidder.



(Sukumar Sarkar, IRS)

Joint Commissioner of Income-Tax (Technical) cum Nodal Officer,
Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati,
Aayakar Bhawan, G.S. Road, Guwahati – 781005 (Assam)

[For and on behalf of the Hon'ble President of India]

सुकुमार सरकार / Sukumar Sarkar

आयकर संयुक्त आयुक्त (तकनीकी)

Joint Commissioner of Income Tax (Technical)

कार्यालय प्रधान मुख्य आयकर आयुक्त,

O/o Pr. Chief Commissioner of Income Tax

पूवोत्तर क्षेत्र, गुवाहाटी / NER, Guwahati

NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

CHAPTER – 1
DEFINITIONS

1.1 DEFINITIONS

Unless otherwise stated, various words and phrases used in the “Notice for Inviting Tenders” (NIT) shall be construed to mean as follows:

1.1.1 **“Acceptance of the Tender”** means the Letter or any Communication, whether electronically (e.g. email etc.) or by physical mode (e.g. registered post), communicating to the Bidder the acceptance of his Tender.

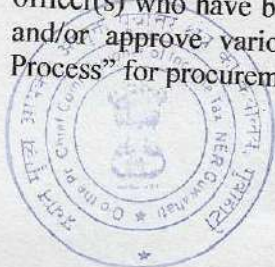
1.1.2 **“Bidder”** (including the term **“Tenderer”** **“Consultant”** or **“Service Provider”** in certain contexts), in general, means any eligible person or firm or company participating in a procurement process with a procuring entity;

1.1.3 **“Bidder”** or **“Prospective Bidder”** or **“Tenderer”**, in relation to this “Notice for Inviting Tenders”, shall mean any person likely or desirous to participate in the bidding process related to this “Notice for Inviting Tenders” (NIT) with the intent to win the Contract for the execution of the “Works for the Procuring Entity”.

1.1.4 **“Bid Security”** [including the term **“Earnest Money Deposit”** (EMD)], in general, shall mean a security from a Bidder securing obligations resulting from a prospective Contract award with the intention to avoid or prevent (a) the withdrawal or modification of an Offer within the validity of the Bid, after the deadline for submission of the Tender, (b) failure to sign the Contract or failure to provide the required Security for the performance of the Contract after an offer has been accepted or (c) failure to comply with any other condition precedent to signing the Contract specified in the solicitation documents.

1.1.5 **“Bid Security”**, in relation to this “Notice for Inviting Tenders” (NIT), shall mean a security from a Bidder securing obligations resulting from a prospective Contract award with the intention to avoid or prevent the Bidder from withdrawing or modifying the Tender during the period of validity or, if awarded the Contract, failure to execute (sign) the Contract or failure to accept the Work/Purchase Order or failure to submit the Performance Security within the prescribed time or, after the award of Contract, failure to commence the “Works for the Procuring Entity” as per the prescribed dates or failure to adhere to the terms and conditions enumerated in the “Notice for Inviting Tenders” (NIT) or violation of any of the terms and conditions enumerated in the “Notice for Inviting Tenders” (NIT) or failure to adhere to extant rules or regulations under any law or rule of the relevant Authority or violation of any extant rule or regulation under any law or rule of the relevant Authority or failure to comply with the lawful orders of the Competent Officer of the Procuring Entity.

1.1.6 **“Competent Authority”** or the **“Competent Financial Authority”** means the officer(s) who have been delegated the relevant powers, including financial powers, to take and/or approve various decisions of the Procuring Entity regarding the “Procurement Process” for procurement of “Works for the Procuring Entity” for the Procuring Entity.



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1.1.7 **"Contractor"**, in relation to this **"Notice for Inviting Tenders"**, shall mean the successful Bidder to whom the Contract and/or Work/Purchase Order for execution of the **"Works for the Procuring Entity"** is awarded/issued after evaluation of the Tenders submitted by all Bidders who participate in the process of bidding or tendering.

1.1.8 **"Financial Bid"**, in relation to this **"Notice for Inviting Tenders"**, shall mean that part of the **"Tender"** to be submitted by the prospective Bidders which is related to quotation of the prices, values, rates, consideration, taxes, incidental charges etc. by the Bidders for executing the **"Works for the Procuring Entity"** for the Procuring Entity and also includes the **"Price of the Contract"** or **"Value of the Contract"** or **"Rate of the Contract"** or **"Total Price of the Contract"** or **"Total Value of the Contract"** or **"Total Rate of the Contract"** or **"Final Price of the Contract"** or **"Final Value of the Contract"** or **"Final Rate of the Contract"**.

1.1.9 **"Indenter"** (or the term 'User Department' in certain contexts), in general, shall mean the entity and its officials initiating a procurement indent, that is, a request to the procuring entity to procure goods, works or services specified therein.

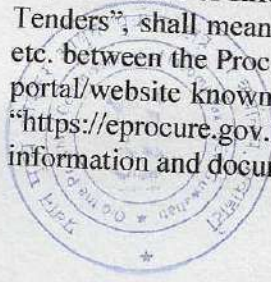
1.1.10 **"Indenter"**, in relation to this **"Notice for Inviting Tenders"**, may mean the **"Procuring Entity"** [the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati] and its officials.

1.1.11 **"Location of the Procuring Entity"** shall mean the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati [i.e. **"Procuring Entity"**] situated/located at **"Income Tax Offices of the Entire Northeast Region"**.

1.1.12 **"Notice for Inviting Tenders"** or NIT, including the terms **"Notice Inviting Tenders"**, **"Invitation to Bids"** or **"Request for Proposals"** or **"Request for Offers"**, in general, means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential Bidders that it intends to procure goods and/or services and/ or works and in response thereto the potential Bidders submit their Tenders, Quotations, Proposals, Offers etc.

1.1.13 **"Notice for Inviting Tenders" (NIT)**, in relation to this **"Notice for Inviting Tenders"** (NIT), shall mean the complete **"Notice for Inviting Quotations"** (NIT) including various Chapters of the **"Notice for Inviting Quotations"** (NIT) and various **"Annexures"** of the **"Notice for Inviting Quotations"** (NIT) which is a notice for informing the potential Bidders about the proposed procurement of **"Works for the Procuring Entity"** and which seeks to invite Tenders, Quotations, Proposals, Offers etc. from the potential Bidders for the purpose of execution of **"Works for the Procuring Entity"**.

1.1.14 **"Offline Exchange of Information and Documents etc."** or **"Online Transmission of Information and Documents etc."**, in relation to this **"Notice for Inviting Tenders"**, shall mean the mode of exchange or transmission of information and documents etc. between the Procuring Entity and the Bidders other than through the internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address **"https://eprocure.gov.in/eprocure/app"** and includes exchange or transmission of information and documents etc. through any other portal/website/email etc.



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1.1.15 **"Offline Mode"**, in relation to this "Notice for Inviting Tenders", shall mean the mode of exchange or transmission of information and documents etc. between the Procuring Entity and the Bidders other than through the internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>" and includes the mode of exchange or transmission of information and documents etc. through any other portal/website/email etc.

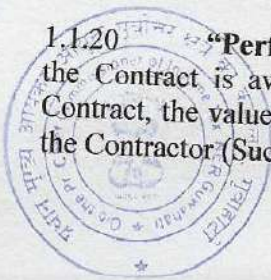
1.1.16 **"Offline Submission of the Tender" or "Offline Submission of the Bid" or "Offline Submission of the Quotation" or "Offline Submission of the Techno-Commercial Bid" or "Offline Submission of the Technical Bid" or "Offline Submission of the Financial Bid"**, in relation to this "Notice for Inviting Tenders", shall mean submission of the Tender or submission of the Bid or submission of the Quotation or submission of the Techno-Commercial Bid or submission of the Technical Bid or submission of the Financial Bid, as the case may be, other than through the internet/web-based portal known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>" and includes the submission of the Tender or submission of the Bid or submission of the Quotation or submission of the Techno-Commercial Bid or submission of the Technical Bid or submission of the Financial Bid, as the case may be, through any other portal/website/email etc.

1.1.17 **"Online Exchange of Information and Documents etc." or "Online Transmission of Information and Documents etc."**, in relation to this "Notice for Inviting Tenders", shall mean the mode of exchange or transmission of information and documents etc. between the Procuring Entity and the Bidders only through the internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

1.1.18 **"Online Mode"**, in relation to this "Notice for Inviting Tenders", shall mean the mode of exchange and transmission of information and documents etc. between the Procuring Entity and the Bidders only through the internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

1.1.19 **"Online Submission of the Tender" or "Online Submission of the Bid" or "Online Submission of the Quotation" or "Online Submission of the Techno-Commercial Bid" or "Online Submission of the Technical Bid" or "Online Submission of the Financial Bid"**, in relation to this "Notice for Inviting Tenders", shall mean submission of the Tender or submission of the Bid or submission of the Quotation or submission of the Techno-Commercial Bid or submission of the Technical Bid or submission of the Financial Bid, as the case may be, only through the internet/web-based portal known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

1.1.20 **"Performance Security"**, in general, means a security from a Bidder to whom the Contract is awarded to ensure due, complete and satisfactory performance of the Contract, the value of which is of a certain percent of the value of the Contract awarded to the Contractor (Successful Bidder) and which may be obtained by the Procuring Entity from



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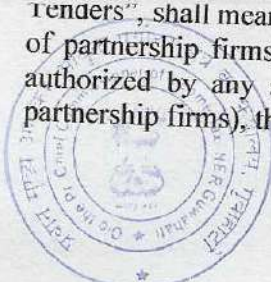
the Contractor (Successful Bidder) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or through an online payment in an acceptable form safeguarding the purchaser's interest in all respects.

1.1.21 **"Performance Security"**, in relation to this "Notice for Inviting Tenders", shall mean a money/financial security from a successful Bidder securing obligations resulting from a Contract award with the intention to avoid or prevent the successful Bidder from failure to execute the "Works for the Procuring Entity" as per the prescribed dates or failure to execute the "Works for the Procuring Entity" according to specifications or requirement of the Procuring Entity or failure to adhere to the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or violation any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or failure to adhere to the terms and conditions enumerated in the Contract or the Work/Purchase Order or violation of the terms and conditions enumerated in the Contract or the Work/Purchase Order or failure to adhere to extant rules or regulations under any law or rule of the relevant Authority or violation of any extant rule or regulation under any law or rule of the relevant Authority or failure to comply with the lawful orders of the competent officer of the Procuring Entity or, during or after the completion of the execution of the "Works for the Procuring Entity", failure to abide by the terms and conditions of the "Advance Warranty Certificate" to the Procuring Entity, or, after full and final payment of all dues by the Procuring Entity to the successful Bidder, failure to furnish the "No Claim Certificate" to the Procuring Entity.

1.1.22 **"Portal"** shall mean the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

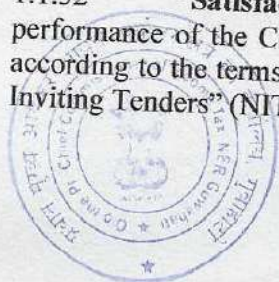
1.1.23 **"Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract"** means the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by the Bidders in their Tenders (Financial Bids) and which also includes the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by and payable under the Contract to the successful Bidder (Contractor) towards full and final payment for the full, satisfactory and proper performance of its contractual obligations, as per the terms and conditions of the Contract, in relation to supply of "Works for the Procuring Entity".

1.1.24 **"Principal Officer of the Bidder"**, in relation to this "Notice for Inviting Tenders", shall mean any of the Directors (in case of companies), any of the Partner (in case of partnership firms), the Proprietor of a Proprietorship Firm or any Officer/Person duly authorized by any such Director (in case of companies), any such Partner (in case of partnership firms), the Proprietor etc. as the case may be.



NOTICE FOR INVITING TENDERS
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- 1.1.25 **"Procurement Process" or "Public Procurement Process" or "Process of Procurement" or "Process of Public Procurement" or Process of Tendering" or "Tender Process"**, in relation to this "Notice for Inviting Tenders" (NIT), shall include all activities, actions etc. during the entire cycle of the procurement starting from the issue of the "Notice for Inviting Tenders" (NIT) and culminating on the expiry of the period of the warranties given by the Bidders/ the successful Bidder/Contractor. The "Procurement Process" shall, thus, include all steps, actions and processes which are related to tendering and also those delineated in the "Schedule of the Procurement Cycle" provided in this "Notice for Inviting Tenders" (NIT).
- 1.1.26 **"Procurement" or "Public Procurement"** (or 'Purchase', or 'Government Procurement/Purchase' in certain contexts), in general, shall mean acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a procuring entity, whether directly or through an agency with which a contract for procurement of goods, works or services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly.
- 1.1.27 **"Procurement Contract"** (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Other Services' under certain contexts), in general, shall mean a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Contractor, Service Provider or Contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "Contract" will also include "Rate Contract" and "Framework Contract".
- 1.1.28 **"Procuring Entity"** (including **"Procuring Authority"** or **"Employer"**), in general, means any Ministry or Department of the Central Government or a Unit thereof or its attached or subordinate Office to which powers of procurement have been delegated.
- 1.1.29 **"Procuring Entity"**, in relation to this "Notice for Inviting Tenders" (NIT), shall mean the Office of the Principal Chief Commissioner of Income Tax(NER), Guwahati (Assam) - 781005".
- 1.1.30 **"Prospective Bidder"** means anyone likely or desirous to be a Bidder.
- 1.1.31 **"Repair Works"**, in general, mean works undertaken to maintain building and fixtures and such repair works also include procurement of services or goods incidental or consequential to the original or repair works.
- 1.1.32 **"Satisfactory Performance of the Contract"** means the proper and complete performance of the Contract (to be executed by the Procuring Entity with the Contractor) according to the terms and conditions enumerated in the Contract as well as this "Notice for Inviting Tenders" (NIT)



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1.1.33 **"Site for Execution of Works for the Procuring Entity"** or the **"Site for Execution of AMC of Computer System 'Site'"**, in relation to this "Notice for Inviting Tenders", shall mean or refer to the rooms or places belonging to the Income Tax Department situated/located at "Income Tax offices of the entire northeast region" which are under the official possession of the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati [i.e. "Procuring Entity"] where the "Procuring Entity" is desirous of execution of the "Works for the Procuring Entity" by the Contractor (successful Bidder) and specifically the places/sites shown in the Annexure-10 titled "Plan-Drawing of the Site for the use of the Bidders" of this "Notice for Inviting Tenders" (NIT).

1.1.34 **"Submission of the Tender"** by the Bidders to the Procuring Entity, in relation to this "Notice for Inviting Tenders", shall mean the submission of the Tender along-with all prescribed Annexures, documents etc. and wherever applicable in prescribed formats, mode and manner.

1.1.35 **"Successful Bidder"**, also referred to as the **"Contractor"**, shall mean the Bidder to whom the Contract and/or Work/Purchase Order for execution of the "Works for the Procuring Entity" is awarded/issued after evaluation of the Tenders submitted by all Bidders who participate in the process of bidding or tendering.

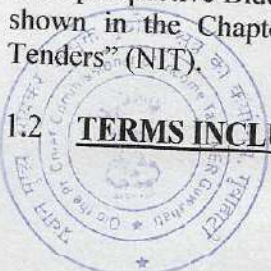
1.1.36 **"Techno-Commercial Bid"**, also referred to as the **"Technical Bid"**, in relation to this "Notice for Inviting Tenders" (NIT), shall mean that part of the "Tender" to be submitted by the prospective Bidders, other than the part related to the "Financial Bid", which contains the general information and documents about the Bidder, information and documents on the eligibility criteria of the Bidder, information and documents on the scope, technical, quality & performance aspects of the works proposed to be executed, information and documents on general terms and conditions, information and documents on commercial terms and conditions and miscellaneous information and documents sought in the Tender, except the price and relevant financial details which pertain to the Financial Bid.

1.1.37 **"Terms and Conditions"** of the "Notice for Inviting Tenders" (NIT), in relation to this "Notice for Inviting Tenders" (NIT), shall be deemed to include all averments, statements, terms and conditions as enumerated in all documents of the "Notice for Inviting Tenders" including various Chapters of this "Notice for Inviting Tenders" (NIT) and various "Annexures" of this "Notice for Inviting Tenders" (NIT).

1.1.38 **"Tender"** (including the term **"Bid"**, **"Offer"**, **"Quotation"** or **"Proposal"**, in general, shall mean an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers (Notice for Inviting Tenders).

1.1.39 **"Tender" or "Bid"**, in relation to this "Notice for Inviting Tenders" (NIT), shall mean the Tenders/ Bids/ Offers proposed to be invited or solicited or actually obtained from prospective Bidders for execution of the "Works for the Procuring Entity", as stated or shown in the Chapter titled "Schedule of Requirements" of this "Notice for Inviting Tenders" (NIT).

1.2 TERMS INCLUDED IN OTHER TERMS



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1.2.1 The phrase "Notice for Inviting Tenders" shall also mean the same thing as the word "Notice" or the phrase "Notice for Inviting Bids" or the phrase "Notice for Inviting Quotations".

1.2.2 The word "Tender" shall also mean the same thing as the word "Bid" or the word "Quotation".

1.2.3 The phrase "Tender Document" shall also mean the same thing as the phrase "Bid Document" or the phrase "Quotation Document".

1.2.4 The phrase "Work/Purchase Order" and the phrase "Purchase/Work Order" shall mean the same thing.

1.2.5 With reference to any context, the word "he" shall mean to include the words "she" and "it".

1.3 MISCELLANEOUS

1.3.1 According to the context in which they are used and where appropriate grammatically or other-wise, the singulars of various words & phrases shall also be deemed to include the plurals thereof.

CHAPTER – 2
INSTRUCTIONS TO BIDDERS

2.1 SITE FOR EXECUTION OF "WORKS FOR THE PROCURING ENTITY" PERTAINING TO THE TENDER

2.2 The Site for execution of the "Works for the Procuring Entity" has been defined in the Chapter titled "Definitions" and it is located at the Income Tax Offices of the entire Northeast Region.

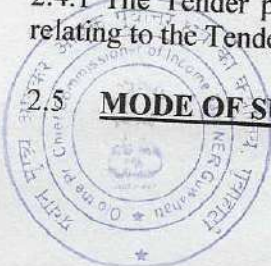
2.3 INSPECTION OF THE SITE FOR EXECUTION OF "WORKS FOR THE PROCURING ENTITY" BY BIDDERS

2.3.1 The Bidders may inspect the Site for execution of the "Works" on any working day from the date of issue of the "Notice for Inviting Tenders" (NIT) till the penultimate day of the final date for submission of the Tender.

2.4 LANGUAGE OF THE TENDER

2.4.1 The Tender prepared by the Bidders as well as all documents and correspondence relating to the Tender shall be in English language only.

2.5 MODE OF SUBMISSION OF THE TENDER



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2.5.1 The Tender as well as all its Annexures, documents etc. shall be submitted by the interested Bidders only in the online mode in the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

2.5.2 The mode of submission of the Tender and subsequent exchange and/or transmission of information and documents etc. between the Procuring Entity and the Bidders only through the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>" shall be treated as proper online submission and/or exchange and/or transmission as the case may be.

2.5.3 The "Techno-Commercial Bid" shall be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>". Similarly, all Annexure required to be submitted along-with the "Techno-Commercial Bid" and all other supporting documents required to be submitted along-with the "Techno-Commercial Bid" shall also be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

2.5.4 The "Techno-Commercial Bid" shall be uploaded only in the "Techno-Commercial Bid" portion of the e-portal and separately from the "Financial Bid".

2.5.5 The "Financial Bid" shall also be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

2.5.6 The "Financial Bid" shall be uploaded only in the Financial Bid portion of the e-portal and separately from the Technical Bid.

2.5.7 No offline Bid (i.e. the "Techno-Commercial Bid" and the "Financial Bid") shall be submitted by any Bidder.

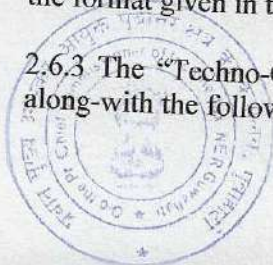
2.5.8 If any offline Bid (i.e. the "Technical Bid" and the "Financial Bid") or any Annexure, documents etc. is submitted by any Bidder the same will not be considered and, further, the Bid of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.6 MANNER OF SUBMISSION OF THE TENDER

2.6.1 The Tender shall be submitted in two parts i.e. the "Techno-Commercial Bid" [also called the "Technical Bid"] and the "Financial Bid". Both the "Techno-Commercial Bid" and the "Financial Bid" shall be submitted only through the online mode.

2.6.2 The "Techno-Commercial Bid" [also called the "Technical Bid"] shall be submitted in the format given in the Annexure-3.

2.6.3 The "Techno-Commercial Bid" [also called the "Technical Bid"] shall be submitted along-with the following Annexure:



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- 2.6.3.1 Annexure-1 (Covering Letter of the Bidder).
2.6.3.2 Annexure-2 (General Information of the Bidder)
2.6.3.3 Annexure-5 (Bid Security Declaration by Exempted Bidders)
2.6.3.4 Annexure-6 (Advance Warranty Certificate by the Bidder)
2.6.3.5 Annexure-9 (Certificate from a qualified Chartered Accountant), if required as per instructions, terms and conditions of this "Notice for Inviting Tenders" (NIT).

2.6.3.6 In addition to the aforesaid Annexure, other supporting documents, documentary evidence etc. requested in the "Techno-Commercial Bid" should be submitted along-with the "Techno-Commercial Bid".

2.6.4 While preparing the "Techno-Commercial Bid", care should be taken to read all the terms & conditions, instructions, notes etc. properly.

2.6.5 While preparing the "Techno-Commercial Bid", care should also be taken that all required information or values are duly filled in the cells of the "Techno-Commercial Bid" (Annexure-3) and all other Annexure to be submitted along-with the "Techno-Commercial Bid".

2.6.6 The "Techno-Commercial Bid", all Annexure to be submitted with the "Techno-Commercial Bid" and all other supporting documents to be submitted shall be submitted in the PDF format only.

2.6.7 The "Techno-Commercial Bid" in Annexure-3 and all other Annexure to be submitted with the "Techno-Commercial Bid" should be neatly typed on the letter-heads of the Bidder or a qualified Chartered Accountant, as the case may be, each page should be signed by the Bidder or the qualified Chartered Accountant, as the case may be, and on each page the seal of the Bidder or the qualified Chartered Accountant, as the case may be, should be affixed before scanning the said documents and converting them into the PDF format. Similarly, neat and legible copies of all other supporting documents to be submitted by the Bidders should be made, each page should be signed by the Bidder and on each page the seal of the Bidder should be affixed before scanning the said documents and converting them into the PDF format.

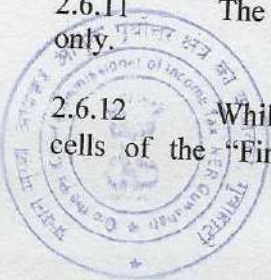
2.6.8 The "Financial Bid" shall be submitted in the format given in the Annexure-4.

2.6.9 No annexure or supporting document or any other documents of any kind shall be submitted along-with the "Financial Bid". In other words, the "Financial Bid" shall consist of only and only Annexure-4.

2.6.10 While preparing the "Financial Bid", care should be taken to read all the terms & conditions, instructions, notes etc. properly.

2.6.11 The "Financial Bid" shall be submitted in the MS Excel Spreadsheet format only.

2.6.12 While preparing the "Financial Bid", care should also be taken that all required cells of the "Financial Bid" (Annexure-4) are duly filled. Bidder must quote only



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prices/values/rates in the relevant cells of Annexure-4 (Financial Bid of the Bidder). If any cell is left blank and no number is quoted by the Bidder in the MS Excel Spreadsheet Format, the value of the cell shall be treated as "0" (Zero).

2.6.13 The "Financial Bid" shall not be submitted in the PDF format or the MS Word format or any other format except in the MS Excel Spreadsheet format.

2.6.14 The "Financial Bid" shall also be submitted online and separately from the "Techno-Commercial Bid" as per the instructions in the online portal. The "Financial Bid" and the "Techno-Commercial Bid" shall not be submitted together under any circumstance. If the "Financial Bid" and the "Techno-Commercial Bid" are submitted together online in any format, the Tender of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

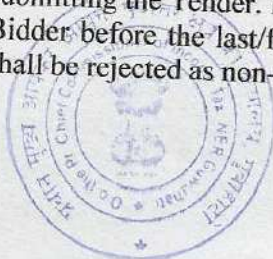
2.6.15 Prices/values/rates/costs shall be filled in/quoted only in the "Financial Bid". No other information, fact etc., except the prices/values/rates/costs, shall be filled in/quoted in the "Financial Bid".

2.6.16 In the Financial Bid, the Bidders shall quote the prices/values/rates etc. only in Indian Rupees.

2.6.17 No prices/values/rates/costs shall be quoted in the "Technical Bid" or in any annexure, document submitted with the "Technical Bid" or no reference shall be made to any prices/values/rates/costs in the "Technical Bid" or in any annexure, document submitted with the "Technical Bid".

2.6.18 No Annexures, documents etc. shall be submitted with the "Financial Bid" except the "Financial Bid" itself. If any Annexures, documents etc. is submitted online with the "Financial Bid", the same shall not be considered and, further, the Bid of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.6.19 The original instrument (e.g. demand draft, banker's cheque etc.) pertaining to the Bid Security shall be submitted by the interested Bidders physically in a sealed envelope in the TENDER BOX placed at Room No. 225, Income Tax Officer (Infra), Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005. The sealed envelope shall be titled "**Bid Security for the Tender of Works for the Procuring Entity**". The name and address of the Bidder shall be written on the reverse portion of the envelope. The Bidder shall put his signature and seal on the flap of the envelope containing the original instrument of the Bid Security. The original instrument (e.g. demand draft, banker's cheque etc.) pertaining to the Bid Security shall be physically submitted by the interested Bidders before the last/final date and time of submitting the tender. In case original instrument of the Bid Security is not received from a Bidder before the last/final date and time of submitting the Tender, the Bid of the Bidder shall be rejected as non-responsive.



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2.6.20 In the case of the Bidders exempted from furnishing the Bid Security, the Bid Security Declaration shall be submitted by the interested Bidders online along-with the **"Technical Bid"**.

2.6.21 The Tender i.e. the "Technical Bid", the "Financial Bid" and all other Annexures, documents etc. pertaining to the Technical Bid shall be submitted online in accordance with the terms and conditions given in this "Notice for Inviting Quotations" (NIT) including various Chapters of the "Notice for Inviting Quotations" (NIT) and various "Annexures" of the "Notice for Inviting Quotations" (NIT).

2.7 MISCELLANEOUS MATTERS CONCERNING THE SUBMISSION OF THE TENDER

2.7.1 The Tender should be free from errors. Correction(s) made, if any, in the Tender document, must be duly attested by the Principal Officer of the Bidder.

2.7.2 Each Bidder is permitted to submit only one Tender.

2.7.3 The Bidders are not permitted to revise their Tenders once submitted.

2.7.4 All rates, costs, taxes, values etc. to be quoted by the Bidders, in the "Financial Bid" must be stated both in words and figures.

2.8 MODE OF DELIVERY OF THE TENDER

2.8.1 The Tender [both the "Techno-Commercial Bid" along-with all other Annexures, supporting documents etc. and the "Financial Bid"] shall be delivered only via the online mode through the internet/web-based portal/website known as the Central Public Procurement Portal (CPPP) at the web address "<https://eprocure.gov.in/eprocure/app>".

2.9 FINAL DATE AND TIME OF SUBMISSION OF THE TENDER

2.9.1 The Tenders must be submitted before the prescribed final date and final time of submission.

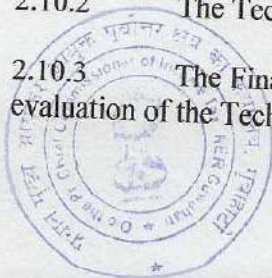
2.9.2 The Tenders received online after the final date and final time of submission of the Tenders (in other words a late Bid) shall not be considered under any circumstances.

2.10 OPENING OF THE TENDERS

2.10.1 All Tenders would be opened at the prescribed time on the prescribed date of the opening of the Tender.

2.10.2 The Techno-Commercial Bids of the Tenders will be opened first.

2.10.3 The Financial Bids of the Tenders will not be opened till the completion of the evaluation of the Techno-Commercial Bids.



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2.10.4 The Financial Bids in respect of only those Tenders will be opened who qualify on the basis of evaluation of the Techno-Commercial Bids.

2.10.5 The Financial Bids in respect of only those Tenders who qualify on the basis of evaluation of the Techno-Commercial Bids will be opened on the date prescribed in this "Notice for Inviting Tenders" (NIT). The Financial Bids in respect of those Tenders who do not qualify on the basis of evaluation of the Techno-Commercial Bids shall not be opened.

2.10.6 If, for any reason, the office of the Procuring Entity remains closed on the date of opening as stated above, the opening of Tender(s) i.e. the "Techno-Commercial Bid" and the "Financial Bid" will be automatically done on the next working day.

2.11 EVALUATION OF THE TENDERS

2.11.1 The evaluation of the Techno-Commercial Bids of the Tenders will be done by the Members of the Tender Committee as per the terms and conditions of this "Notice for Inviting Quotations" (NIT) and the Bidders who do not fulfil the terms and conditions prescribed in the "Notice for Inviting Quotations" (NIT) shall be disqualified.

2.11.2 The evaluation of the Techno-Commercial Bids shall be done objectively on the basis of parameters like the turnover criteria, prior experience criteria, financial capability criteria, other capability criteria and the documents submitted by the bidders along-with the Techno-Commercial Bids. However, the Startup Bidders shall be exempt from the turnover criteria and the prior experience criteria.

2.11.3 Similarly, the evaluation of the Financial Bids of the Tenders will be done by the Members of the Tender Committee also as per the terms and conditions of this "Notice for Inviting Quotations" (NIT).

2.11.4 The evaluation of the Financial Bids of the Tenders shall be done by the Members of the Tender Committee only in respect of those Tenders which qualify on the basis of evaluation of the Techno-Commercial Bids.

2.11.5 The Financial Bids in respect of those Tenders who do not qualify on the basis of evaluation of the Techno-Commercial Bids shall not be opened and no evaluation of the Financial Bids of such Tenders shall be done by the Members of the Tender Committee.

2.11.6 The evaluation of Techno-Commercial Bids of all of the Tenders and the evaluation of the Financial Bids of the Tenders which qualify on the basis of evaluation of the Techno-Commercial Bids will be done as soon as possible after opening of the respective Bids as per the dates prescribed in this "Notice for Inviting Tenders" (NIT).

2.11.7 After evaluation of the Financial Bids of the Tenders, the name of the successful Bidder (Contractor) shall be announced as per the date prescribed in this "Notice for Inviting Tenders" (NIT).



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2.12 VALIDITY PERIOD OF TENDER

2.12.1 The Tender/Bid/Offer submitted by the Bidder shall have a validity period of 30 days. A proposal valid for a shorter period shall be rejected as nonresponsive.

2.13 REJECTION OF IMPROPER OR ILLEGAL TENDERS AS "NON-RESPONSIVE BIDS" WITHOUT ANY OPPORTUNITY OF FURTHER HEARING TO THE CONCERNED BIDDER

2.13.1 Any Tender which does not contain both parts i.e. the "Technical Bid" and the "Financial Bid" shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.2 Any Tender which does not contain the "Technical Bid" and the "Financial Bid" separately shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.3 Any Tender in which any prices/values/rates/costs are quoted in the "Technical Bid" or in any annexure, document submitted with the "Technical Bid" or any reference is made to any prices/values/rates/costs in the "Technical Bid" or in any annexure, document submitted with the "Technical Bid" shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.4 Any tender in which any instruction, guideline, term & condition etc. given in any part of this "Notice for Inviting Tenders" (NIT) or any of its Chapters or Annexures is violated, the same shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.5 Any tender which does not contain all requested information, documents etc. shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.6 Any tender which is not submitted according to the prescribed terms and conditions or in which information, documents etc. are not furnished in the prescribed format shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.7 Any tender which is not submitted within the prescribed date and time shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

2.13.8 Any tender in which if the "Technical Bid" or any Annexures, documents etc. of the "Technical Bid" or the "Financial Bid" is submitted offline, except the original instrument of the Bid Security, the same shall not be considered and, further, the Bid of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

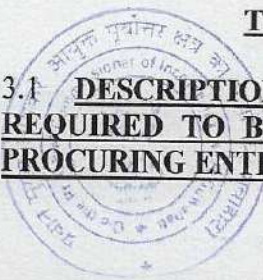


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- 2.13.9 Any tender which contains errors having a material bearing on the process of bidding and award of contract shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.
- 2.13.10 Any tender which contains any information which is false or untrue or any tender in which any material information has been suppressed or any tender in which documents have been fabricated or forged shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder and, further, action according to relevant laws/rules etc. may be taken against the Bidder.
- 2.13.11 If it is discovered that any Bidder has submitted more than one Tender, all Tenders of that Bidder shall be summarily rejected, as "non-responsive" bids, without any opportunity of further hearing to the concerned Bidder.
- 2.13.12 Any tender which is not typed or is not legible or is written in pencil or is not signed or signed with a pencil or ink which is not indelible shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.
- 2.13.13 Any tender in which nil consideration is quoted shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.
- 2.13.14 Any tender in which the Bidder resorts to predatory pricing or abnormally low consideration so as to frustrate other eligible Bidders from effectively participating in the bidding shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.
- 2.13.15 Any tender in which the Bidder brings undue influence upon or offers any inducement or gratification to any officer/official of the Procuring Entity shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder and, further, action according to relevant laws/rules etc. may be taken against the Bidder.
- 2.13.16 Any tender in which the Bidder or the tender itself violates the Integrity Code or the Integrity Pact shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder and, further, action according to relevant laws/rules etc. may be taken against the Bidder.
- 2.13.17 Any tender which is submitted in violation of any law or rule applicable to the subject matter or any law or rule of the land shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder and, further, action according to relevant laws/rules etc. may be taken against the Bidder.

CHAPTER – 3
TERMS AND CONDITIONS OF THE TENDER

3.1 DESCRIPTION OF THE "WORKS FOR THE PROCURING ENTITY"
REQUIRED TO BE EXECUTED BY THE SUCCESSFUL BIDDER FOR THE
PROCURING ENTITY



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3.1.1 The Scope of the “Works for the Procuring Entity” required to be executed by the Bidders and the Technical/Other Specifications required to be adhered to by the Bidders while executing the Works are provided in the Chapter titled “Schedule of Requirements” of this “Notice for Inviting Tenders” (NIT).

3.1.2 The bidder should be an authorized sales & service dealer/ partner of HP/DELL/Lenovo and other prominent brands. The certification should particularly be of Assam, Northeast.

3.1.3 The Bidder should be having Permanent Residence at Guwahati, Assam.

3.1.4 The “Works for the Procuring Entity” are essentially in the nature of “providing (ITBA) system related software service, repair and maintenance of the hardware, repair/replacement of the faulty components”.

3.1.5 The “Works for the Procuring Entity” are in the nature of repairs and maintenance works required to maintain the assets in a proper service condition and for maintenance and operation of all services therein. The “Works for the Procuring Entity” are also in the nature of urgent works which require fast start/completion within compressed schedule and are to be taken up on top most priority at the instructions of the Procuring Entity.

3.1.6 Other than executing the Repair & Maintenance work as prescribed, the Contractor shall not undertake any works which require any statutory approval or permission or clearance certificate etc. from the concerned Local Body or any statutory Authorities like the District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board, Fire Department, State/Central Pollution Control Boards, State/Central Environmental Authorities, Forest and Wild-life authorities etc.

3.2 PRIOR VISIT TO THE SITE FOR EXECUTION OF “WORKS FOR THE PROCURING ENTITY”

3.2.1 The prospective Bidders may, with due permission of the Income-tax Officer (Infra) cum Nodal Officer in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (Procuring Entity), inspect the site of execution of the said work/service “Works for the Procuring Entity” at Income Tax Offices of entire Northeast Region.

3.3 TECHNO-COMMERCIAL BID OF THE BIDDER

3.3.1 The Techno-Commercial Bid of the Bidder shall be submitted as per the format given in Annexure 3 of the “Notice for Inviting Tenders” (NIT) along-with all Annexures, documents etc. requested.

3.4 ELIGIBILITY CRITERIA OF THE BIDDER IN RESPECT OF THE TECHNO-COMMERCIAL BID

3.4.1 TURNOVER CRITERIA

3.4.1.1 The annual turnover of the Bidder shall not be less than 200.00 Lakhs during the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.

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3.4.1.2 The Startup Bidders, in case of Startups as defined by the Department of Industrial Policy and Promotion, Government of India, shall be exempt from the turnover criteria.

3.4.2 PRIOR EXPERIENCE CRITERIA

3.4.2.1 The Bidder should have prior experience of having successfully completed or successfully completed at-least 5 (five) similar works in the Income Tax Department and/or in any Ministry/Department/Government Office/Central Public Sector Undertaking or Company during last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.

3.4.2.2 In case of two substantially similar bids (Techno-Commercial Bid only), the Bidder who has a prior experience of having successfully completed or substantially completed at-least 5 (five) similar works in the Income Tax Department in the North-East Region during last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 may be preferred.

3.4.2.3 The Startup Bidders, in case of Startups as defined by the Department of Industrial Policy and Promotion, Government of India, shall be exempt from the prior experience criteria.

3.4.3 FINANCIAL CAPABILITY AND OTHER CAPABILITY CRITERIA

3.4.3.1 The Bidder should have financial means (independent of any contractual advance payments) or have access to or possess available liquid assets of at-least Rs. 15 (Fifteen) Lakhs to meet the construction cash flow requirements for the subject contract.

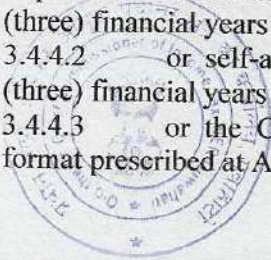
3.4.3.2 The Bidder should own or have assured access (through hire, lease, purchase agreement, other commercial means etc.) to key items of equipment, in full working order and to a committed skilled man-power to complete the "Works for the Procuring Entity. The bidder should be in a position to station committed man-power for Aayakar Bhawan, GS Road, Guwahati, Aayakar Bhawan, Shillong, Aayakar Bhawan, Jorhat and Aayakar Bhawan, Dibrugarh. The bidder should also have floated skilled man power for other stations as and when required.

3.4.4 PROOF OF TURNOVER, PRIOR EXPERIENCE, FINANCIAL CAPABILITY AND OTHER CAPABILITY CRITERIA

3.4.4.1 To substantiate the eligibility with regards to "turnover", the Bidder shall be required to furnish self-attested copies of the detailed Returns of Income Tax for the last 3 (three) financial years i.e. . FY 2020-21, FY 2021-22 and FY 2022-23.

3.4.4.2 or self-attested copies of the Tax Audited Annual Accounts for the last 3 (three) financial years i.e. . FY 2020-21, FY 2021-22 and FY 2022-23.

3.4.4.3 or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9).



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3.4.4.4 To substantiate the eligibility with regards to “prior experience”, the Bidder shall be required to furnish self-attested copies of the relevant Contracts or Work/Purchase Orders awarded by the concerned Procurer or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9).

3.4.4.5 To substantiate the eligibility with regards to “financial means or liquid assets”, the Bidder shall be required to furnish copies of the relevant Cash Book certified by a qualified Chartered Account or self-attested copies of the recent Bank Statement or self-attested copies of the Fixed Deposit Receipt (as on today) or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9).

3.4.4.6 To substantiate the eligibility with regards to “key items of equipment and labour”, the Bidder shall be required to furnish self-attested copies of the ownership/hire/lease documents of key-items of equipment and self-attested copies of the Roster of Labour available or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9).

3.4.4.7 Subject to the meeting of quality and technical specifications, the Bidders/Contractors who are Startups, as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India, shall be exempt from this condition of prior turnover and prior experience.

3.5 BIDDERS OF FOREIGN ORIGIN

3.5.1 The Bidders of foreign origin shall not be allowed to participate in the process of tendering.

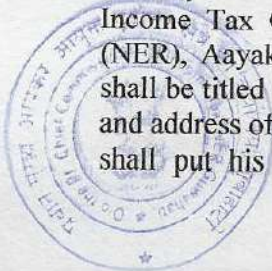
3.6 BID SECURITY OR EARNEST MONEY (EMD)

3.6.1 All Bidders, except the exempted Bidders, shall be required to furnish Bid Security at the rate of 5% of the total price/rate quoted by the Bidder by way of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of the Zonal Accounts Officer, CBDT, Guwahati.

3.6.2 The Bid Security should remain valid for a period of 30 (thirty) days beyond the Bid/Tender validity period.

3.6.3 No interest shall be payable to any Bidder on the Bid Security deposit. The Bid Security money of the selected Bidder will be kept as Security and will only be released after successful completion of the work.

3.6.4 The **original** instrument (e.g. demand draft, banker's cheque etc.) pertaining to the Bid Security shall be submitted by the interested Bidders **physically** in a sealed envelope in the Income Tax Officer(Infra), Office of the Principal Chief Commissioner of Income Tax (NER), Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005. The sealed envelope shall be titled “***Bid Security for the Tender of Works for the Procuring Entity***”. The name and address of the Bidder shall be written on the reverse portion of the envelope. The Bidder shall put his signature and seal on the flap of the envelope containing the **original**



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instrument of the Bid Security. The original instrument (e.g. demand draft, banker's cheque etc.) pertaining to the Bid Security shall be physically submitted by the interested Bidders before the last/final date and time of submitting the Tender. In case original instrument of the Bid Security is not received from a Bidder before the last/final date and time of submitting the Tender, the Bid of the Bidder shall be rejected as non-responsive.

3.6.5 In the case of the Bidders exempted from furnishing the Bid Security, the Bid Security Declaration shall be submitted by the interested Bidders online along-with the "**Technical Bid**".

3.6.6 If any Bidder withdraws or modifies the Tender during the period of validity or, if awarded the Contract, fails to execute (sign) the Contract or fails to accept the Work/Purchase Order or fails to submit the Performance Security within the prescribed time or, after the award of Contract, fails to commence the "Works for the Procuring Entity" as per the prescribed dates or fails to adhere to the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or violates any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or fails to adhere to extant rules or regulations under any law or rule of the relevant Authority or violates any extant rule or regulation under any law or rule of the relevant Authority or fails to comply with the lawful orders of the competent officer of the Procuring Entity, the Bid Security furnished by the Bidder shall be forfeited and/or further, the Bidder may be suspended, for the period of time specified in the "Notice for Inviting Tenders", from being eligible to submit Tenders for contracts with the "Procuring Entity" and other Departments, Procuring Entities etc. and/or further, action under the relevant laws and rules may be initiated and taken against the Bidder.

3.6.7 The Bid Security shall be refunded, as soon as possible after the receipt of the Performance Security and commencement of the works or within 7 days thereof, whichever is later, to the successful Bidder (Contractor).

3.6.8 EXEMPT CATEGORIES

The following Bidders/Contractors will be exempt from furnishing of the Bid Security:

3.6.8.1 The Bidders/Contractors who are Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Government of India.

3.6.8.2 The Bidders/Contractors who are registered with the Central Public Procurement Portal (CPPP) or with the Government E Marketplace (GeM).

3.6.8.3 The Bidders/Contractors who are registered with any Organization/Department in the Ministry of Finance (Government of India).

3.6.8.4 The Bidders/Contractors who are registered with any Organization in the Department of Revenue (Ministry of Finance, Government of India) or with the Department of Revenue (Ministry of Finance, Government of India).



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3.6.8.5 The Bidders/Contractors who are registered with any Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India).

3.6.8.6 The Bidders/Contractors who are Startups as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India.

3.6.8.7 The Bidders/Contractors, who fall in any aforesaid exempted categories, instead of the Bid Security, shall be required to furnish a "Bid Security Declaration" (provided in the "Notice for Inviting Tenders/Bids") along-with their Bid/Tender.

3.7 FINANCIAL BID OF THE BIDDER

3.7.1 The Financial Bid of the Bidder shall be submitted as per the format given in Annexure 4 of the "Notice for Inviting Tenders" (NIT). No annexure or document of any kind shall be submitted with the Financial Bid.

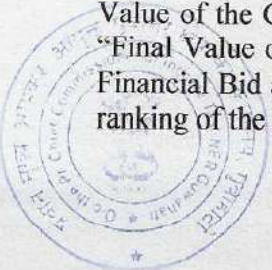
3.7.2 The price/value/rate of the Contract, price/value/rate of all taxes including GST, incidental charges, cost of material, cost of labour and all other costs etc. should be quoted only in the Financial Bid.

3.8 PRICES/RATES/VALUE OF THE TENDER/BID/CONTRACT

3.8.1 The Bidder must be GST compliant and rates quoted by the Bidder shall be as per the law on GST. The schedule of rates to be submitted by the Bidder must explicitly state the amount of GST, other statutory taxes, other statutory costs etc. separately from the cost of the works.

3.8.2 "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by any Bidder for the executing the "Works for the Procuring Entity" should be inclusive of all taxes and incidental charges including GST, cost of material, cost of labour, cost related to any permissions required to be taken from any Authority, freight charges, transportation charges, charges for disposal of garbage/ waste materials, installation charges and all other costs and charges incidental to the execution of the said "Works for the Procuring Entity" and shall be deemed to include all elements of costs, taxes, charges etc. of all types and kinds.

3.8.3 The aggregate of the cost of the works plus amount of GST plus other statutory taxes plus other statutory costs plus all incidental costs or charges etc., quoted by the Bidders for the executing the "Works for the Procuring Entity" shall be the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by any Bidder in the Financial Bid and is the "Price" or the "Value" or the "Rate" which shall be considered for ranking of the Bidders and determining the L-1 Bidder.



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3.8.4 Payment of GST or sales-tax is primarily the responsibility of the Bidder and will not be paid unless the percentage and value thereof is clearly specified in the quotation document. In the absence of the GST/ CST/ ST percentage and value in the quotation document, the same will be presumed to have been included in the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by any Bidder. The successful Bidder shall be entirely responsible for all taxes, duties, license fees, etc., in respect of the contract.

3.8.5 The Procuring Entity shall not be responsible for any changes or escalation in the cost or rate of any tax and incidental charge, including GST, cost of material, cost of labour, cost related to any permissions required to be taken from any Authority, freight charges, transportation charges, charges for disposal of garbage/ waste materials, installation charges and all other costs and charges incidental to the execution of the said "Works for the Procuring Entity" which may take place during the currency or performance of the contract. The Procuring Entity shall also not be liable for any claim from the successful Bidder on account of fresh imposition and/ or increase (including statutory increase) in excise duty, custom duty, sales tax and so on, on materials or labour or any services being used by the Bidder during the execution of the works or during the pendency of the contract or on any insurances taken by the Bidder.

3.8.6 No escalation or arithmetical correction or adjustment in the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted by any Bidder, would be permitted under any circumstance for any reason whatsoever, except in the case of force majeure and as per Government rules, after submission of the Tender and till the completion of the "Works for the Procuring Entity".

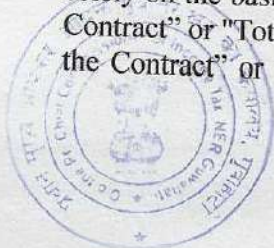
3.8.7 TDS will be deducted at the rates prescribed under the Income Tax Act, 1961.

3.9 LUMP SUM (FIXED PRICE) CONTRACT FOR EXECUTION OF THE WORKS

3.9.1 The contract to be executed between the Procuring Entity and the Bidder in respect of the said "Works for the Procuring Entity" shall be deemed to be a lump sum or a fixed price contract where the "Price of the Contract" or the "Rate of the Contract" or the "Value of the Contract" quoted by any Bidder is fixed by the quotation of the concerned Bidder.

3.10 AWARD AND EXECUTION OF THE CONTRACT BETWEEN THE CONTRACTOR (SUCCESSFUL BIDDER) AND THE PROCURING ENTITY

3.10.1 The evaluation and ranking of the Financial Bids shall be done objectively and solely on the basis of the "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final



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Rate of the Contract" quoted by the Bidders in their Financial Bids. Ranking of the Bidders will be done according to this "Price" or "Value" or "Rate". Bidder who quotes the lowest "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" will be ranked first and so on. Only the L-1 Bidder who fulfils all terms and conditions prescribed in the "Notice for Inviting Quotations" (NIT) shall be selected for execution of the "Works for the Procuring Entity" and the contract shall be awarded him/her/it.

3.10.2 The Contract for execution of the "Works for the Procuring Entity" shall be awarded in whole to the party as per the lowest final prices or rate or the value of the contract (i.e. the sum of the cost of the works plus amount of GST plus other statutory taxes plus other statutory costs, incidental costs etc.) quoted in the Financial Bid.

3.10.3 The Contract for execution of the "Works for the Procuring Entity" shall be executed between the Procuring Entity and the successful Bidder (Contractor) immediately, as soon as possible, upon or as soon as possible after opening of the Financial Bid.

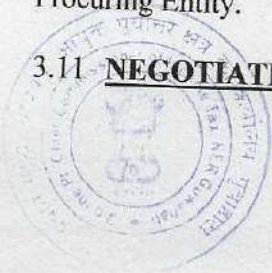
3.10.4 The Contract for execution of the "Works for the Procuring Entity" to be executed between the Procuring Entity and the successful Bidder (Contractor) shall substantially contain the same conditions as those in the "Notice for Inviting Tenders" (NIT).

3.10.5 The successful Bidder to whom the Contract is awarded shall be bound to duly execute (sign) the Contract between him/it and the Procuring Entity. The successful Bidder to whom the Contract is awarded shall be further bound to accept the Work/Purchase Order. The successful Bidder to whom the Contract is awarded shall be further bound to complete the "Works for the Procuring Entity" within the time period provided in the "Notice for Inviting Tenders" (NIT) for the execution of the "Works for the Procuring Entity".

3.10.6 However, the discretion to cancel the process of procurement at any stage prior to the commencement of the "Works for the Procuring Entity" without assigning any reason shall be that of the Procuring Entity. The Procuring Entity may cancel the contract with the successful Bidder even after the commencement of the "Works for the Procuring Entity" by the Bidder if it is found that the "Works for the Procuring Entity" are not being done according to specifications or requirement of the Procuring Entity or the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) are not being followed by the Bidder or the extant rules and regulations under any law or rule of the relevant Authority are being violated by the Bidder or if it comes to the notice of the Procuring Entity that any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) has been violated by the Bidder during any stage of the process of procurement.

3.10.7 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Procuring Entity.

3.11 NEGOTIATIONS WITH THE BIDDERS



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3.11.1 No negotiations shall be made with any Bidder under any circumstance including the L-1 Bidder.

3.12 ISSUE OF THE WORK/PURCHASE ORDER

3.12.1 The Work/Purchase Order for execution of the "Works for the Procuring Entity" shall be issued to the successful Bidder (Contractor) along-with or as soon as possible after execution of the Contract between the Procuring Entity and the successful Bidder (Contractor) for execution of the "Works for the Procuring Entity".

3.13 PERFORMANCE SECURITY

3.13.1 To ensure the due performance of the Contract and to safeguard the interest of the Procuring Entity, the successful Bidder/Contractor, to whom the Contract is awarded, shall be required to furnish, on the day of execution of the Contract, a Performance Security, at the rate of 3% of the total value of the Contract, by way of an Account Payee Demand Draft or a Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank in an acceptable form in favour of the Zonal Accounts Officer, CBDT, Guwahati. The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clauses.

3.13.2 The Performance Security shall be returned by the Procuring Entity to the Bidder only after submission of the "Advance Warranty Certificate" (Annexure-6) and the "No Claim Certificate" (Annexure-7).

3.13.3 If the successful Bidder fails to execute the "Works for the Procuring Entity" as per the prescribed dates or fails to execute the "Works for the Procuring Entity" according to specifications or requirement of the Procuring Entity or fails to adhere to the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or violates any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or fails to adhere to the terms and conditions enumerated in the Contract or the Work/Purchase Order or violates the terms and conditions enumerated in the Contract or the Work/Purchase Order or fails to adhere to extant rules or regulations under any law or rule of the relevant Authority or violates any extant rule or regulation under any law or rule of the relevant Authority or fails to comply with the lawful orders of the competent officer of the Procuring Entity or, during or after the completion of the execution of the works, fails to furnish the "Advance Warranty Certificate" (Annexure-6) to the Procuring Entity, or, after full and final payment of all dues by the Procuring Entity to the successful Bidder, fails to furnish the "No Claim Certificate" to the Procuring Entity, the Performance Security furnished by the successful Bidder shall be forfeited and/or further, the Bidder may be suspended, for the period of time specified in the "Notice for Inviting Tenders" (NIT), from being eligible to submit tenders for contracts with the "Procuring Entity" and other Departments, Procuring Entities etc. and/or further, action under the relevant laws and rules may be initiated and taken against the Bidder.

3.14 ADVANCE WARRANTY(IES)



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- 3.14.1 The Bidder shall be responsible for execution of the "Works for the Procuring Entity" as per the specifications and terms & conditions enumerated in the "Notice for Inviting Tenders" (NIT).
- 3.14.2 The Bidder shall be responsible for undertaking the "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the quality required.
- 3.14.3 The Bidder shall be responsible for undertaking the said "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the market prices of such goods/material/works and the scheduled rates as prescribed by relevant organizations of the Government i.e. the Central Public Works Department or as prescribed by the GeM SPV etc.
- 3.14.4 The Bidder shall be responsible for completing the "Works for the Procuring Entity" according to the National Technical Regulations or recognized National Standards or Building Codes.
- 3.14.5 The Bidder shall be responsible for completing the "Works for the Procuring Entity" using the best quality of material and labour available in the market.
- 3.14.6 The Bidder shall be responsible for ensuring that the "Works for the Procuring Entity" executed by the Bidder are of the best quality and design and the material/goods, whether civil or electrical or other, used in such works is/are new, unused, of the most recent or current models and design and which the Bidder incorporates in other recent works while executing similar works for other persons.
- 3.14.7 Even if the "Works for the Procuring Entity" have been delivered, commissioned and accepted by the Procuring Entity, the Bidder shall remain responsible for smooth and efficient functioning of the works executed by the Bidder and, in case of any malfunction or wear or defect or damage in works executed by the Bidder or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, the Bidder shall be responsible for undertaking suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other.
- 3.14.8 The Bidder shall furnish to the Procuring Entity, an "Advance Warranty Certificate", as per Annexure-6 of the "Notice for Inviting Tenders" (NIT), warranting on the part of the Bidder to the Procuring Entity that, the Bidder shall remain responsible for smooth and efficient functioning of the works executed by the Bidder and, in case of any malfunction or wear or defect or damage in works executed by the Bidder or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, the Bidder shall be responsible for undertaking suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other.



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3.14.9 The aforesaid warranty to be furnished by the Bidder to the Procuring Entity shall remain valid for a period of 36 months from the date of the completion of the process of procurement. During the period of warranty, in case of any malfunction or wear or defect or damage in works executed by the Bidder or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, the Bidder shall be bound to make good the loss to the Procuring Entity and shall also be bound to undertake suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other, within a period of 15 days from the date of the due notice to the Bidder.

3.14.10 In case the successful Bidder fails to honour any provision of the "Advance Warranty Certificate" on any occasion or time, the successful Bidder shall be liable for criminal/civil action under the relevant laws, rules, provisions etc. including cancellation of the contract (if awarded) or during the execution of the contract or thereafter at any time during the period of warranty, debarment from participating in the future tendering processes of the Procuring Entity or other Procuring Entities or Government Departments, forfeiture of the Performance Security, liquidated damages, other damages, recovery of payment made (even after the contract has been executed) and other actions prescribed and allowable under the relevant laws, rules etc.

3.15 DUE PERFORMANCE OF THE CONTRACT

3.15.1 INSPECTIONS AND TESTS

3.15.1.1 The Procuring Entity or any of its representative shall have the right to inspect and/or to test the "Works for the Procuring Entity" to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

3.15.1.2 Should the "Works for the Procuring Entity" fail to conform to the desired specifications and quality, the Procuring Entity may reject the "Works for the Procuring Entity" and the Contractor shall either replace the rejected "Works for the Procuring Entity" or make alterations necessary to meet the desired specifications and quality requirements free of cost for the Procuring Entity.

3.15.1.3 The Procuring Entity's right to inspect, test, and where necessary, reject the "Works for the Procuring Entity" shall in no way be limited or waived by reason of the "Works for the Procuring Entity" having previously been inspected, tested and passed by the Procuring Entity or its representative.

3.15.2 STANDARDS OF PERFORMANCE

3.15.2.1 The Contractor shall execute the "Works for the Procuring Entity" for the Procuring Entity and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by professional bodies and shall observe sound management, engineering practices. It shall

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employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as a faithful advisor to the Procuring Entity and shall, at all times, support and safeguard the Procuring Entity's legitimate interests in any dealings with third parties.

3.15.2.2 The "Works for the Procuring Entity" supplied must conform to the technical specifications (including drawings) stipulated in this "Notice for Inviting Tenders" (NIT) and/or the Work/Purchase Order issued subsequently. The successful Bidder (Contractor) shall remain responsible for the quality assurance (inspections and tests) of the "Works for the Procuring Entity" executed and will ensure that the "Works for the Procuring Entity" are of the highest quality. In case any defect is noticed in the "Works for the Procuring Entity" at the time of inspection or after acceptance by this Procuring Entity, the successful Bidder (Contractor) shall be bound to replace the defective "Works for the Procuring Entity" in question at his cost within a period of one month from the date of the due notice, to the successful Bidder (Contractor), in this regard.

3.15.3 QUALITY ASSURANCE AND NON-ACCEPTANCE OF SUBSTANDARD WORK

3.15.3.1 The execution of the repair works shall be of the highest quality in terms of execution and the material used. The execution of the repair works shall be in accordance with the specifications and functional requirements. As stated above, the repair works executed by the Contractor shall be subject to evaluation by the Procuring Entity.

3.15.3.2 The Contractor shall be responsible for all aspects of the quality assurance of the "Works for the Procuring Entity". Substandard work shall not be accepted under any circumstance.

3.15.3.3 All "Works for the Procuring Entity" done by the Contractor are subject to inspection and approval before acceptance by the "Procuring Entity".

3.15.3.4 In case of substandard work, the Contractor shall not be liable either for any payment at all or for payment after suitable deductions to be made from such payment at the discretion of the Procuring Entity. Before the work is declared as completed in all respect for release of the final payment, the work shall be inspected by the competent officer of the Procuring Entity. Only after such the "Works for the Procuring Entity" has been found to be satisfactory, the final payment will be released to the Contractor.

3.15.4 PERIOD/TIME LINE FOR EXECUTION OF THE WORKS

3.15.4.1 The period for execution of the "Works for the Procuring Entity" shall be 7 days from the date of issue of the Work/Purchase Order to the Contractor. The period, as aforesaid, for execution of the "Works for the Procuring Entity" as above shall in no event be extended for any reason whatsoever except in the case of a force majeure as per Government rules. Except in the case of a force majeure, the Contractor shall not be entitled to any payment unless the "Works for the Procuring Entity" are executed within the aforesaid prescribed time period.



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3.15.4.2 In case the Tender submitted by any Bidder is accepted and Work/Purchase Order is placed with the successful Bidder, the supply/execution of works against the said order must be made within the period stipulated in the Work/Purchase Order as well as this "Notice for Inviting Tenders" (NIT).

3.15.4.3 The Procuring Entity reserves the right to recover any loss sustained due to delayed delivery/execution of the works by way of penalty. Failure to supply/execute the works within the stipulated period shall entitle Procuring Entity for the imposition of penalty @ 1/2% (half percent) per day to be calculated on the final and total value of the Contract covered in the Work/Purchase Order subject to a maximum of 5% (five percent) of the final and total value of the Contract unless an extension is obtained in writing from this office on valid grounds before the expiry of period of delivery/execution of "Works for the Procuring Entity". Further, if the delivery/execution of "Works for the Procuring Entity" is not made within the time stipulated in this "Notice for Inviting Tenders" (NIT) and/or Work/Purchase Order and due to that reason, the Procuring Entity is forced to procure the "Works for the Procuring Entity" at risk and cost from elsewhere, the Contractor shall be civilly and/or criminally liable for the loss and/or damage(s) sustained by the Procuring Entity and shall be bound to make good such loss and/or damage(s) sustained by the Procuring Entity. The penalty as aforesaid shall be recovered from the Contractor at the final settlement of the bill or by way of other legal remedies.

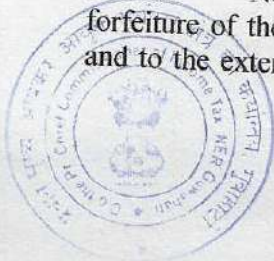
3.15.4.4 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery/execution of the "Works for the Procuring Entity", the Contractor shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Contractor's time for performance of the contract, with or without liquidated damages, in which case the extension shall be ratified by the parties by the amendment of the Contract.

3.15.5 LIQUIDATED DAMAGES

3.15.5.1 If the Contractor fails to deliver/execute the "Works for the Procuring Entity" within the period(s) specified in the Contract, the Procuring Entity shall be entitled to, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5% per week (seven days) or part thereof of the total contract price for each week (seven days) or part thereof of delay subject to a maximum deduction of 10% of the contract price. Once the limit of maximum liquidated damages (10%) is reached, the Procuring Entity may consider termination of the contract. The liquidated damages as aforesaid shall be recovered from the Contractor at the final settlement of the bill or by way of other legal remedies.

3.15.6 FORCE MAJEURE

3.15.6.1 Notwithstanding anything above, the Contractor shall not be liable for forfeiture of the performance security or liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform the obligations



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under the Contract is the result of an event of force majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and an event which is not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, severe earthquakes, quarantine restrictions, freight embargos etc.

3.15.6.2 If a force majeure situation arises, the Contractor shall promptly notify the Procuring Entity in writing of such a condition and the cause thereof. Unless otherwise directed by the Procuring Entity, in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek, all reasonable alternative means for performance not prevented by the force majeure event.

3.16 TERMINATION OF THE CONTRACT

3.16.1 TERMINATION FOR INSOLVENCY

3.16.1.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

3.16.2 TERMINATION ON ACCOUNT OF ILLEGALITY

3.16.2.1 Any Contract awarded on the basis of any improper or illegal tender shall be annulled even if any such impropriety or illegality in the tender is discovered or noticed after the award of the Contract.

3.16.3 TERMINATION ON ACCOUNT OF DISOBEDIENCE OF LAWFUL ORDERS OF THE PROCURING ENTITY

3.16.3.1 The Contract awarded to the successful Bidder may, at the discretion of the Competent Authority/Officer of the Procuring Entity, be rescinded or annulled to any stage of the bidding process or during the performance of the Contract by the Bidder or after the performance of the Contract by the Bidder if the Bidder does not abide with the lawful instructions of the Competent Authority/Officer of the Procuring Entity or does not perform the Contract according to the terms and conditions of the Contract. In that case the Bidder shall not be entitled to any payment from the Procuring Entity.

3.16.4 TERMINATION FOR DEFAULT

3.16.4.1 The Procuring Entity, without prejudice to any other remedy for breach of any condition of the contract, by written notice of default, sent to the Contractor, may terminate this Contract in whole or in part.

3.17 PAYMENT TO THE BIDDER



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3.17.1 The Procuring Entity shall make the due payment within 30 days after the receipt and acceptance of the stipulated "Works for the Procuring Entity" in stipulated specifications & quality, at the stipulated place of delivery/execution and within the stipulated period of delivery/execution mentioned in this "Notice for Inviting Tenders" (NIT).

3.17.2 The payment shall be subject to deduction of the statutory rates and taxes.

3.17.3 The payment shall be deduction of any penalties or damages as provided for in this "Notice for Inviting Tenders" (NIT).

3.17.4 In case of substandard work, the Contractor shall not be liable either for any payment at all or for payment after suitable deductions to be made from such payment at the discretion of the Procuring Entity. Before the work is declared as completed in all respect for release of the final payment, the work shall be inspected by the competent officer of the Procuring Entity. Only after such the "Works for the Procuring Entity" has been found to be satisfactory, the final payment will be released to the Contractor.

3.17.5 The contractor shall not be entitled to any payment unless the repair works are executed to the satisfaction of the Income-tax officer (Technical) cum Nodal Officer of the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (Procuring Entity).

3.18 NO LAW OF AGENCY IN RESPECT OF PROCUREMENT OF WORKS BY THE PROCURING ENTITY

3.18.1 The Contractor would not be deemed to be an Agent of the Procuring Entity. The contractor shall be deemed to be independent entity legally and financially responsible for its actions. Any violation of any law or any rule or any bye-law etc., related to any Authority shall be solely the responsibility of the contractor. The Procuring Entity shall in no manner be responsible for any infraction or violation of any law or any rule or any bye-law etc. done by the contractor either prior to, during or subsequent to the execution of the works for the Procuring Entity even if such infraction or violation of any law or any rule or any bye-law is done by the contractor in connection with the works executed for the Procuring Entity. As such, the Contractor shall in no manner act or work or execute any works for the Procuring Entity which violate any provision of any law or any rule or any bye-law.

3.19 DISQUALIFICATION

3.19.1 If any Bidder is found to have made any misleading or false representation in the forms, documents, statements, verifications, attachments, Annexures submitted with the Tender or has a record of poor performance during the last five years, as on the date of bidding, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion of the works, consistent history of litigation resulting in awards against the Contractor or financial

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failure due to bankruptcy etc. and/or has been debarred by any Government agency, he shall be summarily disqualified on the notice of such information.

3.19.2 The Bidder shall be summarily disqualified if he fails to furnish/submit any of the documents prescribed in the "Notice for Inviting Tenders" (NIT) or any of its Chapters or Annexure or if he fails to furnish/submit any such document in the manner or mode prescribed in the "Notice for Inviting Tenders" (NIT) or any of its Chapters or Annexures or if he fails to adhere to any of the terms and conditions prescribed in the "Notice for Inviting Tenders" (NIT) or any of its Chapters or Annexure.

3.20 PROCURING ENTITY'S RIGHT TO ACCEPT ANY TENDER/BID AND TO REJECT ANY TENDER/BID OR ALL TENDERS/ BIDS

3.20.1 The Procuring Entity reserves the right to accept any Tender/Bid or to reject any Tender/Bid at any time prior to the award of the Contract or to reject all Tenders/ Bids at any time prior to the award of the Contract or to annul the process of Tender at any time prior to the award of the Contract without any obligation to inform the affected Bidder or Bidders of the grounds for the action of the Procuring Entity or without assigning any reasons therefor. No correspondence in this respect will be entertained.

3.20.2 No liability of any kind shall lie on the Procuring Entity on account of the acceptance of a particular Tender/Bid by the Procuring Entity or on account of rejecting of any Tender/Bid at any time prior to the award of the Contract or on account of rejecting all Tenders/ Bids by the Procuring Entity at any time prior to the award of the Contract or annulling the process of Tender by the Procuring Entity at any time prior to the award of Contract.

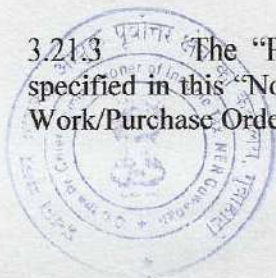
3.20.3 The "Procuring Entity" does not bind itself to accept the Tender of the lowest L-1 Bidder. However, such a decision would be based on cogent reasons and would not be arbitrary in nature.

3.21 PROCURING ENTITY'S RIGHT TO VARY THE SCOPE OF THE CONTRACT

3.21.1 In an exceptional situation, the Procuring Entity may, by a written order given to the Contractor make changes within the general scope of the Contract.

3.21.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any part of the Contract, whether changed or not changed by such order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. In such an eventuality, any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Procuring Entity's changed order.

3.21.3 The "Procuring Entity" also reserves the right to modify the quantity(ies) specified in this "Notice for Inviting Tenders" (NIT) at any time before the placing of the Work/Purchase Order with the selected Contractor.



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3.22 USE OF CONTRACT DOCUMENTS AND INFORMATION

3.22.1 All data and information about the Procuring Entity, obtained in the course of execution of his responsibilities, shall be treat as confidential by the Contractor and the Contractor shall not reveal any information to any other party without the prior written approval of the Procuring Entity.

3.22.2 The Contractor shall not, without the prior written consent of the Procuring Entity, disclose the Contract or any provision thereof or any specification, plan/ drawing, pattern, sample or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.22.3 The Contractor shall not, without the prior written consent of the Procuring Entity, make use of any document or information except for purposes of performing the Contract.

3.23 NOTICES

3.23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing by registered post or email to the other party's postal address specified or the email address.

3.23.2 A notice shall be effective when delivered.

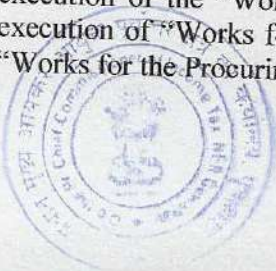
3.24 CUSTODY OF THE ORIGINAL AGREEMENTS

3.24.1 The Procuring Entity shall be the custodian of all original agreements, contracts, documents etc. pertaining to the process of procurement.

3.25 SAFETY AND MISCELLANEOUS MATTERS DURING THE EXECUTION OF THE WORKS

3.25.1 The workers engaged by the successful Bidder for execution of the "Works for the Procuring Entity" shall wear safety equipment such as gloves, helmets, rubber boots, safety goggles etc. at all times during the execution of "Works for the Procuring Entity".

3.25.2 The successful Bidder and the workers engaged by the successful Bidder for execution of the "Works for the Procuring Entity" shall observe all, statutory or otherwise, norms and codes of safety, construction, related matters etc., whether during the course of execution of the "Works for the Procuring Entity" or otherwise, at all times during the execution of "Works for the Procuring Entity" and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.



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3.25.3 The successful Bidder and the workers engaged by the successful Bidder for execution of the "Works for the Procuring Entity" shall abide with all relevant laws, rules, norms, codes etc. of the Central Government as well as the State Government, pertaining to safety or construction or any related matter, whether during the course of execution of the "Works for the Procuring Entity" or otherwise, at all times during the execution of "Works for the Procuring Entity" and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

3.25.4 The successful Bidder shall be entirely responsible for the safety of all its workers, whether during the course of execution of the "Works for the Procuring Entity" or otherwise, whether before, during or after the execution of the "Works for the Procuring Entity" and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

3.25.5 The successful Bidder shall be entirely responsible for taking care of any medical emergency (including all expenses related thereto) which may arise in respect of the successful Bidder or any of its workers, whether related to any mishap or accident or otherwise, whether during the course of execution of the "Works for the Procuring Entity" or otherwise, before, during or after the execution of the "Works for the Procuring Entity" and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

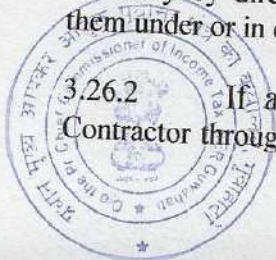
3.25.6 The Procuring Entity shall not be responsible in any way (either in a civil or in a criminal manner or any other legal manner) for any mishap or accident which takes place with the successful Bidder or any such worker of the successful Bidder, whether during the course of execution of the "Works for the Procuring Entity" or otherwise, before, during or after execution of the "Works for the Procuring Entity", whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site. No liability whether civil or criminal or of torts or otherwise shall lie with the Procuring Entity in case of any mishap or accident which takes place in connection with the execution of the "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of the "Works for the Procuring Entity" or at any place outside of such site.

3.25.7 The successful Bidder shall be entirely responsible for the food, refreshments, boarding, lodging etc. of all its workers during the period of execution of the "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

3.26 RESOLUTION OF DISPUTES

3.26.1 The "Procuring Entity" and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

3.26.2 If a settlement is not reached between the "Procuring Entity" and the Contractor through direct informal negotiations, the matter shall, at first, be referred to the



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Hon'ble Principal Chief Commissioner of Income Tax (North-East Region), Aayakar Bhawan, Guwahati whose decision shall be final and binding on the "Procuring Entity" and the Contractor. The "Procuring Entity" may, at its discretion, also refer the matter to a Sole Arbitrator appointed by the "Procuring Entity", at its discretion, whose decision shall be final and binding on the "Procuring Entity" and the Contractor.

3.26.3 In case of legal dispute, appropriate legal action may be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant section of Indian laws as amended from time to time shall be applicable and binding on the Bidder.

3.26.4 Any dispute(s) related to this "Notice for Inviting Tenders" (NIT) or the Work/Purchase Order or supply/delivery of the "Works for the Procuring Entity" or deficiencies/damage in the supplied "Works for the Procuring Entity" or maintenance of supplied "Works for the Procuring Entity" or replacement of supplied "Works for the Procuring Entity" or any issue/matter related to this procurement process or the procured "Works for the Procuring Entity", before or after the procurement, shall only be subject to the jurisdiction of the Court(s) at Guwahati (Assam).

3.27 MISCELLANEOUS MATTERS

3.27.1 All provisions in all parts of the "Notice for Inviting Tenders" (NIT) including its Chapters and Annexures shall be treated as terms and conditions for the purpose of this "Notice for Inviting Tenders" (NIT).

3.27.2 The Procuring Entity and its officers/officials shall treat all Bidders with equity and reason and shall not seek or accept any benefit from any Bidder which is not legally available.

3.27.3 Integrity Pact as per Annexure-8 shall be executed between the Procuring Entity and the successful Bidder (Contractor) at the time of the execution of the Contract between the Procuring Entity and the successful Bidder (Contractor).

3.27.4 A rough Plan-Drawing of the Site for the use of the Bidders is at Annexure-10 which is an abstract pictorial representation only for the purpose of indication of the dimensions of the rooms, bathroom etc. where the works are to be executed by the Contractor for the Procuring Entity.

CHAPTER – 4
SCHEDULE OF REQUIREMENTS

4.1 SCOPE OF THE "WORKS FOR THE PROCURING ENTITY" REQUIRED TO BE EXECUTED BY THE BIDDERS

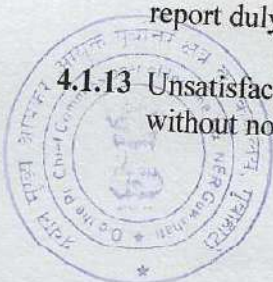
4.1.1 The details of the work is given below:

Sl.No	Particulars	Total Number of availability
1.	Network PC	638
2.	Non-Network PC	502
3.	Printer	920
4.	UPS	1012



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- 4.1.2 The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider.
- 4.1.3 The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract.
- 4.1.4 Annual Maintenance Contract(AMC) is required for the Computer systems installed at Income Tax Offices of the entire Northeast Region.
- 4.1.5 On site preventive and corrective maintenance of the Computer Systems.
- 4.1.6 The maintenance contract will include necessary repairs to the installed systems and replacement of defectives/damaged parts, components and other accessories free of cost.
- 4.1.7 The maintenance service should be provided on all working days and as per the call on emergency basis from 09.30Hrsto 19.00Hrs. The agency shall make the service of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
- 4.1.8 Maintenance schedules mutually agreed upon will be prepared before commencement of the AMC. There should be no delay beyond the agreed schedule time to attend the issue.
- 4.1.9 AMC is required for Computer Systems installed in all the Income Tax Offices of the Northeast Region which will be for a period of one year commencing from the date of the agreement.
- 4.1.10 Agreement comes into force, if the services are found satisfactory the contract may be extended for a period of one more year of the same terms and conditions. The party shall provide adequate number of workers and one supervisor from 9.30 AM to 7 PM on all days except Sunday. Immediate replacement should be provided in case of absence of any worker.
- 4.1.11 This office also reserves the right to transfer/reinstall any of the machines to another location within Guwahati.
- 4.1.12 The service provider shall maintain service log book/file containing maintenance report duly countersigned by the office of the users.
- 4.1.13 Unsatisfactory performance of service will render this contract to be terminated without notice.



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- 4.1.14 Any liability arising on the Pr. Chief Commissioner of Income Tax, NER, Guwahati shall be deducted from the bills of the vendor and if required the full amount.
- 4.1.15 The vendor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; vendor will be under obligation to change the worker when instructed by authority. The vendor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The Pr. Chief Commissioner of Income Tax, NER, Guwahati will not hold any responsibility with regard to staff on the role of the vendor whatsoever.
- 4.1.16 The vendor and his staff shall follow the rules and regulations of the Pr. Chief Commissioner of Income Tax, NER, Guwahati in force and instruction issued from time to time. The Pr. Chief Commissioner of Income Tax, NER, Guwahati will be free to take action against the vendor for violating the same.
- 4.1.17 In the event of the vendor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Pr. Chief Commissioner of Income Tax, NER, Guwahati totally at the cost and risk of vendor besides any suitable fine/penalty.
- 4.1.18 The party shall provide a report on the activities undertaken by his work force/supervisor in the premises to the ITO(Infra), O/o Pr.CCIT, NER, Guwahati whenever it is asked for.

4.2.1 TECHNICAL/OTHER SPECIFICATIONS REQUIRED TO BE ADHERED TO BY THE BIDDERS

- 4.2.1.1 The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
- 4.2.1.2 All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.
- 4.2.1.3 In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.
- 4.2.1.4 The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated



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workshy and for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

4.2.1.5 The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

4.2.1.6 The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer.

CHAPTER – 5
TECHNO-COMMERCIAL BID

5.1 The Bidders must submit their “Techno-Commercial Bids”, also called the “Technical Bids”, in Annexure-3 of the “Notice for Inviting Tenders” (NIT) along-with all documents requested.

5.2 The mode and manner of submitting the “Techno-Commercial Bid”, also called the “Technical Bid”, has been discussed in other chapters of this “Notice for Inviting Tenders” (NIT).

5.3 The “Techno-Commercial Bid”, also called the “Technical Bid”, should contain only the information and documents which pertain to the covering letter of the Bidder, the general information of the Bidder, the techno-commercial aspects of the Bid as mentioned in various terms and conditions of the “Notice for Inviting Tenders” (NIT) or the “Schedule of Requirements” of the “Notice for Inviting Tenders” (NIT) or the “Contract To Be Executed” or the “Bid Security Declaration by Exempted Bidders” or the “Advance Warranty Certificate” to be submitted by the Bidders or the “No Claim Certificate” to be submitted by the Bidder or the “Integrity Pact” to be executed by the Bidders and the Procuring Entity or the “Certificate from a qualified Chartered Accountant” or the “Plan-Drawing of the Site for the use of the Bidders” etc.

5.4 The “Technical Bid” shall be submitted online and separately from the “Financial Bid”. If the “Technical Bid” and the “Financial Bid” are submitted together online in any format, the Tender of the Bidder shall be summarily rejected, as a “non-responsive” bid, without any opportunity of further hearing to the concerned Bidder.

5.5 The “Technical Bid” and all other Annexures, documents etc. pertaining to the Technical Bid, except the “Financial Bid”, shall be submitted online only with the “Technical Bid”. In other words, all Annexures, documents etc. (in PDF format) shall be submitted online only with the “Technical Bid”.

5.6 The “Techno-Commercial Bid”, also called the “Technical Bid”, should **NOT** contain any information on the prices or values or rates quoted by the Bidders in the Financial Bid



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respect of the "Works for the Procuring Entity". In case any Bidder discloses the prices or values or rates quoted by him for execution of the "Works for the Procuring Entity" in the "Techno-Commercial Bid", also called the "Technical Bid", the Tender of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

CHAPTER - 6
FINANCIAL BID

6.1 The "Financial Bid" shall be submitted online and separately from the "Technical Bid". If the "Financial Bid" and the "Technical Bid" are submitted together online in any format, the Tender of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

6.2 The "Technical Bid" and all other Annexures, documents etc. pertaining to the Technical Bid, except the "Financial Bid", shall be submitted online only with the "Technical Bid". In other words, all Annexures, documents etc. (in PDF format) shall be submitted online only with the "Technical Bid".

6.3 Financial Bid (Annexure-4) shall be uploaded in the Tender in the MS Excel Spreadsheet Format. Bidder must quote only prices/values/rates in the relevant cells of Annexure-4 (Financial Bid of the Bidder). If any cell is left blank and no number is quoted by the Bidder in the MS Excel Spreadsheet Format, the value of the cell shall be treated as "0" (Zero).

6.4 The Financial Bid of the Bidder shall be uploaded only in the Financial Bid portion of the e-portal and separately from the Technical Bid.

6.5 In the Financial Bid, the Bidders shall quote the prices/values/rates etc. only in Indian Rupees.

6.6 No Annexures, documents etc. shall be submitted with the "Financial Bid" except the "Financial Bid" itself. If any Annexures, documents etc. is submitted online with the "Financial Bid", the same shall not be considered and, further, the Bid of the Bidder shall be summarily rejected, as a "non-responsive" bid, without any opportunity of further hearing to the concerned Bidder.

CHAPTER - 7
CONTRACT TO BE EXECUTED

7.1 The Contract for execution of the "Works for the Procuring Entity" shall be awarded in whole to the party as per the lowest final prices or rate or the value of the contract (i.e. the sum of the cost of the works plus amount of GST plus other statutory taxes plus other statutory costs, incidental costs etc.) quoted in the Financial Bid.

7.2 The Contract for execution of the "Works for the Procuring Entity" shall be a lumpsum contract.



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OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

- 7.3 The Contract for execution of the "Works for the Procuring Entity" shall be executed between the Procuring Entity and the successful Bidder (Contractor) immediately, as soon as possible, upon or as soon as possible after opening of the Financial Bid.
- 7.4 The Contract for execution of the "Works for the Procuring Entity" to be executed between the Procuring Entity and the successful Bidder (Contractor) shall substantially contain the same conditions as those in the "Notice for Inviting Tenders" (NIT).
- 7.5 Other terms and conditions of the Contract for execution of the "Works for the Procuring Entity" to be executed between the Procuring Entity and the successful Bidder (Contractor) are enumerated in other chapters of this "Notice for Inviting Tenders" (NIT).
- 7.6 Additional terms and conditions of the Contract, if any, for execution of the "Works for the Procuring Entity" shall be decided at the time of execution of the Contract between the Procuring Entity and the successful Bidder (Contractor).



(Sukumar Sarkar, IRS)

Joint Commissioner of Income-Tax Office (Technical) cum Nodal Officer,
Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati,
Aayakar Bhawan, G.S. Road, Guwahati – 781005 (Assam)
[For and on behalf of the Hon'ble President of India]

सुकुमार सरकार / Sukumar Sarkar
आयकर संयुक्त आयुक्त (तकनीकी)
Joint Commissioner of Income Tax (Technical)
कार्यालय प्रधान मुख्य आयकर आयुक्त,
O/o Pr. Chief Commissioner of Income Tax
पूर्वांचल क्षेत्र, गुवाहाटी / NER, Guwahati



NOTICE FOR INVITING TENDERS
OFFICE OF THE OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER),
GUWAHATI (PROCURING ENTITY)

Annexure-1

Covering Letter of the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

COVERING LETTER OF THE BIDDER	
To,	
The Income-tax officer (Infra) cum Nodal Officer, Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005	
Sir,	
Subject:	Submission of the Tender in respect of "Works for the Procuring Entity" to be undertaken in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (i.e. "Procuring Entity")
Dear Sir,	
Please refer to the above subject.	
In this regard, kindly find enclosed out Tender in respect of the "Works for the Procuring Entity" enumerated above.	
<p>1. I/We have read all the terms and conditions of the "Notice for Inviting Tenders" as published on the website of the Income Tax Department at "https://incometaxindia.gov.in" or "https://search.incometaxindia.gov.in/pages/results.aspx?k=tender" and the website of the Central Public Procurement Portal at "https://eprocure.gov.in/eprocure/app".</p>	
<p>2. I/We fully understand the contents of the aforesaid "Notice for Inviting Tenders" and agree to abide by all terms and conditions of this "Notice for Inviting Tenders".</p>	
<p>3. I/We also understand that the "Works for the Procuring Entity" to be executed for the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (i.e. "Procuring Entity") are in the nature of repair and maintenance service.</p>	
<p>4. I/We also understand that the "Works for the Procuring Entity" form one project and shall be considered as one work.</p>	
<p>5. I/We understand that this Tender is being submitted in response to the "Notice for Inviting Tenders" related to a Limited Tender Enquiry.</p>	



NOTICE FOR INVITING TENDERS
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Inviting Tenders" related to a Limited Tender Enquiry.

6. I/We understand that the procurement of the "Works for the Procuring Entity" in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati (i.e. "Procuring Entity") is urgent and, if the Contract is awarded to me/us, I/we undertake to complete the said "Works for the Procuring Entity" within the timeline/period stipulated in the "Notice for Inviting Tenders" or any other Document issued by the Procuring Entity.
7. I/We have enclosed the original instrument of the required Bid Security or the Bid Security Declaration duly signed by me/us along-with the "Techno-Commercial Bid" in the Tender submitted by us.
8. I/We confirm that, in the event of my/our Tender being accepted by the Procuring Entity, I/we, hereby, undertake to furnish applicable "Performance Security" as prescribed in the "Notice for Inviting Tenders".
9. I/We also confirm that, in the event of my/our Tender being accepted by the Procuring Entity, I/we, hereby, undertake to complete the "Works for the Procuring Entity" as per the objective, functional, generic and measurable specifications keeping in mind the technical, qualitative and performance characteristics related to the execution of the "Works for the Procuring Entity".
10. I/We also confirm that, in the event of my/our Tender being accepted by the Procuring Entity, I/we, hereby, undertake to execute the "Works for the Procuring Entity" in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati(i.e. "Procuring Entity") as per the terms and conditions prescribed in the "Notice for Inviting Tenders".
11. I/We solemnly, on oath, state that, in the Tender submitted by me/us, I/we have offered to undertake the said "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the quality required.
12. I/We solemnly, on oath, state that, in the Tender submitted by me/us, I/we have offered to undertake the said "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the market prices of such goods/material/works and the scheduled rates as prescribed by relevant organizations of the Government i.e. the Central Public Works Department or as prescribed by the GeM SPV etc.
13. I/We also confirm that, in the event of my/our Tender being accepted by the Procuring Entity, I/we, hereby, undertake to complete the "Works for the Procuring Entity"



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according to the National Technical Regulations or recognized National Standards or Building Codes.

14. I/We also confirm that, in the event of my/our Tender being accepted by the Procuring Entity, I/we, hereby, undertake to complete the "Works for the Procuring Entity" using the best quality of material and labor available in the market.
15. I/We also confirm that, in the event of my/our Tender being accepted by the Procuring Entity, the "Works for the Procuring Entity" shall be completed using the best quality and design and using the material/goods, whether civil or electrical or other, which is/are new, unused, of the most recent or current models and design and which I/we incorporate/have incorporated in other recent works while executing similar works for other persons.
16. I/We solemnly, on oath, state that, in the event of my/our Tender being accepted by the Procuring Entity, even if the works have been delivered, commissioned and accepted by the Procuring Entity, I/we shall remain responsible for smooth and efficient functioning of the works executed by me/us and, in case of any malfunction or wear or defect or damage in works executed by me/us or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, I/we shall be responsible for undertaking suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other.
17. I/We solemnly, on oath, state that, in the event of my/our Tender being accepted by the Procuring Entity, we shall abide with all terms and conditions enumerated in the "Advance Warranty Certificate", as per Annexure-8 of the "Notice for Inviting Tenders" (NIT), furnished by us.
18. I/We solemnly, on oath, state that If I/we withdraw or modify the Tender during the period of validity or, if awarded the Contract, if I/we fail to execute (sign) the Contract or fail to accept the Work/Purchase Order or fail to submit the Performance Security within the prescribed time or, after the award of Contract, fail to commence the "Works for the Procuring Entity" as per the prescribed dates or fail to adhere to the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or violate any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or fail to adhere to extant rules or regulations under any law or rule of the relevant Authority or violate any extant rule or regulation under any law or rule of the relevant Authority or fail to comply with the lawful orders of the competent officer of the Procuring Entity, I/we will have no objection if the Bid Security furnished by me/us is forfeited and/or further, I/we am/are suspended, for the period of time specified in

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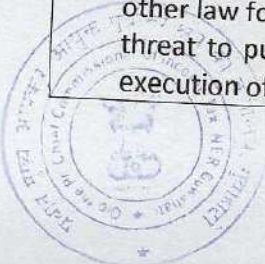
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the "Notice for Inviting Tenders", from being eligible to submit Tenders for contracts with the "Procuring Entity" and other Departments, Procuring Entities etc. and/or further, action under the relevant laws and rules is initiated and taken against me/us.

19. I/We solemnly, on oath, state that, if awarded the Contract, if I/we fail to execute the "Works for the Procuring Entity" as per the prescribed date or fail to execute the "Works for the Procuring Entity" according to specifications or requirement of the Procuring Entity or fail to adhere to the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or violate any of the terms and conditions enumerated in the "Notice for Inviting Tenders" (NIT) or fail to adhere to the terms and conditions enumerated in the Contract or the Work/Purchase Order or violate the terms and conditions enumerated in the Contract or the Work/Purchase Order or fail to adhere to extant rules or regulations under any law or rule of the relevant Authority or violate any extant rule or regulation under any law or rule of the relevant Authority or fail to comply with the lawful orders of the competent officer of the Procuring Entity or, during or after the completion of the execution of the works, fail to furnish the "Warranty Certificate" to the Procuring Entity, or, after full and final payment of all dues by the Procuring Entity to the successful Bidder, fail to furnish the "No Claim Certificate" to the Procuring Entity, we will have no objection if the Performance Security furnished by me/us is forfeited and/or further, I/we am/are suspended, for the period of time specified in the "Notice for Inviting Tenders", from being eligible to submit Tenders for contracts with the "Procuring Entity" and other Departments, Procuring Entities etc. and/or further, action under the relevant laws and rules is initiated and taken against me/us.
20. I/We solemnly, on oath, state that, if awarded the Contract, if I/we fail to honor any provision of the "Advance Warranty Certificate" on any occasion or time, I/we shall have no objection if the Procuring Entity foists on me/us, any criminal/civil action/liability under the relevant laws, rules, provisions etc. including cancellation of the contract (if awarded) or during the execution of the contract or thereafter at any time during the period of warranty, debarment from participating in the future tendering processes of the Procuring Entity or other Procuring Entities or Government Departments, forfeiture of the Performance Security, liquidated damages, other damages, recovery of payment made (even after the contract has been executed) and other actions prescribed and allowable under the relevant laws, rules etc.
21. I/We solemnly, on oath, state that I/we have not been convicted of an offence under the Prevention of Corruption Act, 1988 (including its revisions/amendments etc.) or under the Indian Penal Code, 1860 (including its revisions/amendments etc.) 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 in relation to any public procurement process or as a part of execution of any public procurement contract.



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22. I/We solemnly, on oath, state that I/we have not breached the Code of Integrity, as prescribed in Rule 175 of the General Financial Rules, 2017 of the Department of Expenditure, Ministry of Finance, Government of India, in any manner whatsoever, in relation to any public procurement process or as a part of execution of any public procurement contract.
23. I/We solemnly, on oath, state that i/we have not been debarred from any tendering process by the "Procuring Entity" i.e. the Office of the Pr. Commissioner of Income Tax, Central, Guwahati or by any other Procuring Entity or by any Government Department during the last three years in relation to any public procurement process or as a part of execution of any public procurement contract.
24. I/We solemnly, on oath, state that I/my Proprietor or any of our Partners / Directors / Members etc. has/have not been banned or blacklisted or my/our business dealings suspended by the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati or by any other Procuring Entity or by any Government Department during the last three years.
25. I/We solemnly, on oath, state that no criminal case has been registered against me/us or our Proprietor or any of our Partners / Directors for any business dealings with the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati or with any other Procuring Entity or with any Government Department, during the last three years, in relation to a public procurement process or as a part of execution of a public procurement contract.
26. I/We solemnly, on oath, state that we have not made any transgressions pertaining to the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati or with any other Procuring Entity or with any Government Department in our Country or any other Country in relation to a public procurement process or as a part of execution of a public procurement contract during the last three years.
27. I/We solemnly, on oath, state that no omission or misrepresentation or declaration has been made by us in the Tender submitted by us and I/we have not made any misleading or false statement or furnished any misleading information/ document so as to obtain any undue financial or other benefit or to avoid any legal obligation or to secure the Contract from the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati
28. I/We solemnly, on oath, state that I/we have no financial or business transaction,



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whether directly or indirectly, with any officer or any official of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati

29. I/We solemnly, on oath, state that there is no conflict of interest of any kind in the submission of the Tender by me/us to the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati.

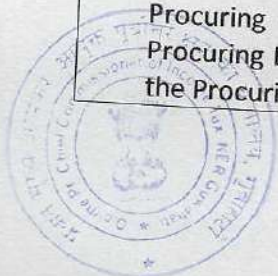
30. I/We solemnly, on oath, state that, I/we have not sold the same material/equipment/works, to any person or any Procuring Entity or any Government Department, at prices lower than the bid price offered by us to the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati

31. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall ensure that the I/we and the workers engaged by me/us for the execution of "Works for the Procuring Entity" wear safety equipment such as gloves, helmets, rubber boots, safety goggles etc. at all times during the execution of "Works for the Procuring Entity".

32. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall ensure that the I/we and the workers engaged by me/us for the execution of "Works for the Procuring Entity" shall observe and abide with all, statutory or otherwise, norms and codes of safety, construction, related matters etc. at all times during the execution of "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

33. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall ensure that the I/we and the workers engaged by me/us for the execution of "Works for the Procuring Entity" shall abide with all relevant laws, rules, norms, codes etc. of the Central Government as well as the State Government, pertaining to safety or construction or any related matter, at all times during the execution of "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.

34. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall not hold the Procuring Entity responsible in any way (either in a civil or in a criminal manner or any other legal manner) for any mishap or accident which takes places with me/us or any such worker engaged by me/us, during or after execution of the "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.



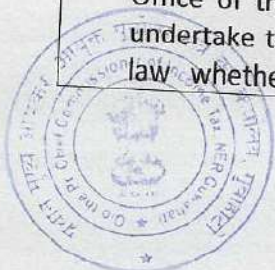
NOTICE FOR INVITING TENDERS
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35. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall ensure that the I/we shall be entirely responsible for taking care of any medical emergency (including all expenses related thereto) which may arise in my/our respect or in respect of any of my/our workers, whether related to any mishap or accident or otherwise, whether during the course of execution of the "Works for the Procuring Entity" or otherwise, before, during or after the execution of the "Works for the Procuring Entity" and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.
36. I/We solemnly, on oath, state that, if awarded the Contract, if I/we shall not hold the Procuring Entity liable, whether civil or criminal or of torts or otherwise, in case of any mishap or accident which takes place with me/us or any worker engaged by me/us in connection with the execution of the "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of the "Works for the Procuring Entity" or at any place outside of such site.
37. I/we understand that I/we shall be entirely responsible for the food, refreshments, boarding, lodging etc. of all my/our workers during the period of execution of the "Works for the Procuring Entity", whether during the course of execution of the "Works for the Procuring Entity" or otherwise and whether at the site of execution of the "Works for the Procuring Entity" or at any place outside of such site.
38. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati I/we undertake to not sell the same material/equipment/works, to any other person or Procuring Entity or Government Department, at prices lower than the offered bid price.
39. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
40. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to abide by the all provisions of the law and not violate any provisions of law whether related to the Prevention of Corruption Act, 1988 (including its



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revisions/amendments etc.) or the Indian Penal Code, 1860 (including its revisions/amendments etc.) or any other law for the time being in force.

41. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to abide by the all provisions of the Code of Integrity, as prescribed in Rule 175 of the General Financial Rules, 2017 of the Department of Expenditure, Ministry of Finance, Government of India.
42. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to abide by the all provisions of the law and not make any transgressions of law whether pertaining to the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati or with any other Procuring Entity or with any Government Department in our Country or any other Country.
43. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to disclose all past transgressions committed, during last 3 years, with any person or any other Company in India or abroad or any other Procuring Entity or any Government Department which impinge on the anti-corruption principles.
44. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to abide by the all provisions of the law and not make any omission or misrepresentation or declaration or misleading or false statement or furnish any misleading information/ document so as to obtain any undue financial or other benefit or to avoid any legal obligation or to secure the Contract from the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati
45. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to not have any financial or business transaction, whether directly or indirectly, with any officer or any official of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati



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<p>46. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to not offer any benefit to the employees of the Procuring Entity which are not available to them legally.</p>
<p>47. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/we undertake to abide, at all times in future, with the Code of Integrity, as prescribed in Rule 175 of the General Financial Rules, 2017 of the Department of Expenditure, Ministry of Finance, Government of India.</p>
<p>48. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, I/ we further undertake to immediately report, at all times, to the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati if any action is taken against me/us with respect to any of the above matters or a related matter.</p>
<p>49. In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, if applicable, I/we undertake to disclose the payments to be made by me/us to agents/brokers or any other intermediary.</p>
<p>50. I/We understand that, In relation to the public procurement process or, if awarded the contract, as a part of the execution of the public procurement contract of the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, in case of any transgression, of any law or any rule or any provision of the Code of Integrity or any provision of the Integrity Pact or any provision of the "Notice for Inviting Tenders" or the "Contract" (if awarded) etc., as enacted/prescribed by any relevant Authority or any Department of the Government of India, I/we shall be liable for criminal/civil action under the relevant laws, rules, provisions etc. including cancellation of the contract (if awarded), debarment from participating in the future tendering processes of the Procuring Entity or other Procuring Entities or Government Departments, forfeiture of the Bid Security, forfeiture of the Performance Security, liquidated damages, other damages, recovery of payment made (even after the contract has been executed) and other actions prescribed and allowable under the relevant laws, rules etc.</p>
<p>Verification/Declaration</p>



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That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "Covering Letter", as provided above, are true and correct to the best of my knowledge and belief and no part of it is false.

I, hereby, further, verify and declare that the information, submissions, contents and documents of/related to the "Tender", including all Annexure etc.,furnished/filed by us are genuine, true and correct to the best of my knowledge and belief and no part of the information, submissions, contents and documents of/related to the "Tender", including all Annexures etc. is false or untrue or fabricated.

I, hereby, further, verify and declare that nothing material has been concealed in the information, submissions, contents and documents of/related to the "Tender", including all Annexures etc., filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish the information, submissions, contents and documents of/related to the "Tender", including all Annexures etc. as filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this Verification/Declaration on behalf of the Bidder.

Signature of the Principal Officer/ Authorized Representative of the Bidder:	
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Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.	
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Name of the Principal Officer/ Authorized Representative of the Bidder:	
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Designation of the Principal Officer/ Authorized Representative in the Bidder:	
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NOTICE FOR INVITING TENDERS
OFFICE OF THE OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER),
GUWAHATI (PROCURING ENTITY)

Annexure-1

Covering Letter of the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

Official Seal of the Bidder:	
Date:	



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-2

General Information of the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

GENERAL INFORMATION OF THE BIDDER		
Note: If any cell is left blank and no number is quoted by the Bidder, the answer/value of the cell shall be treated as Nil or "0" (Zero).		
SERIAL NO.	PARTICULARS REQUIRED BY THE PROCURING ENTITY	PARTICULARS TO BE FILLED IN BY THE BIDDER
1.	Name of the Bidder:	
2.	Legal persona of the Bidder: Note: Whether a Company or a Partnership Firm or a Proprietorship or any Other?	
3.	Registration Number of the Bidder: Note 1: CIN issued by the Registrar of Companies (in the case of a Company), Firm Registration No. issued by the Registrar of Firms (in the case of a Partnership Firm), Registration Nos. issued by the relevant Authority (in other cases) as per the relevant Registration Certificate/ Document. Note 2: A self-attested copy of the relevant Registration Certificate/ Document to be enclosed.	
4.	Date of Registration of the Bidder as per the relevant Registration Certificate/ Document: Note: A self-attested copy of the relevant Registration Certificate/ Document to be enclosed.	
5.	Postal Address of the Registered Office /Corporate Office /Other Office of the Bidder along-with PIN:	
6.	Phone Numbers of the Bidder along-with STD Code:	
7.	Name(s) of all the Directors (in the case of a Company) or all the Partners (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship	



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Annexure-2

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	Firm) of the Bidder:	
8.	Cell Phone Numbers of all the Directors (in the case of a Company) or all the Partners (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) of the Bidder:	
9.	Name of the Principal Officer/ Authorized Representative of the Bidder:	
10.	Cell Phone Number of the Principal Officer/ Authorized Representative of the Bidder:	
11.	E-Mail address of the Bidder: Note: Communication will be made by the Procuring Entity with the Bidder on this E-Mail Address.	
12.	PAN of the Bidder: Note: A self-attested copy of the PAN Card issued by the Income Tax Department to be enclosed.	
13.	TAN of the Bidder: Note: A self-attested copy of the TAN Card issued by the Income Tax Department to be enclosed.	
14.	Trade License No. of the Bidder: Note: A self-attested copy of the Trade License issued by the concerned Department to be enclosed.	
15.	Labour License No. of the Bidder: Note: A self-attested copy of the Labour License issued by the concerned Department to be enclosed.	
16.	(a) Goods and Services Tax Identification Number (GSTIN) of the Bidder:	



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		(If applicable)	
	(b)	Central Sales Tax Identification Number (CSTIN) of the Bidder:	
		(If applicable)	
	(c)	Value Added Tax Identification Number (VATIN) of the Bidder:	
		(If applicable)	
Note: A self-attested copy of the Goods and Services Tax Registration Certificate/ Central Sales Tax Registration Certificate/ Value Added Tax Registration Certificate to be enclosed (whichever applicable).			
17.	(a)	Bank Account Number of the Bidder:	
	(b)	Name of the Bank of the Bidder:	
	(c)	Address (with PIN Code) of the Bank Branch of the Bank of the Bidder:	
	(d)	Indian Financial System Code (IFSC) of the Bank Branch of the Bank of the Bidder:	
Note: A cancelled Cheque (in original) indicating the Bank Account Number, Name of the Bank, Address of the Bank Branch with PIN Code and Indian Financial System Code (IFSC) of the Bidder to be enclosed.			
18.	For the purpose of exemption from furnishing the Bid Security, whether the Bidder is a Micro, Small & Medium Enterprises (MSMEs), as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Government of India? State "Yes" or "No" Note: A self-attested copy of the relevant Document pertaining to the Bidder being a Micro, Small & Medium Enterprise (MSME) to be enclosed.		

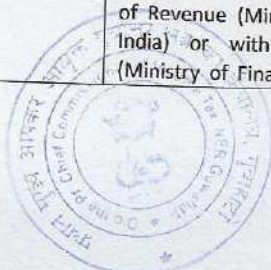
NOTICE FOR INVITING TENDERS
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19.	<p>For the purpose of exemption from furnishing the Bid Security, whether the Bidder is registered with the Central Public Procurement Portal (CPPP) or with the Government E Marketplace (GeM)?</p> <p>State "Yes" or "No"</p> <p>Note: A self-attested copy of the relevant Document pertaining to the Bidder being registered with the Central Public Procurement Portal (CPPP) or with the Government E Marketplace (GeM) to be enclosed.</p>	
20.	<p>For the purpose of exemption from furnishing the Bid Security, whether the Bidder is registered with any Organization/Department in the Ministry of Finance (Government of India)?</p> <p>State "Yes" or "No"</p> <p>Note: A self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization/Department in the Ministry of Finance (Government of India) to be enclosed.</p>	
21.	<p>For the purpose of exemption from furnishing the Bid Security, whether the Bidder is registered with any Organization in the Department of Revenue (Ministry of Finance, Government of India) or with the Department of Revenue (Ministry of Finance, Government of India)?</p> <p>State "Yes" or "No"</p> <p>Note: A self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization in the Department of Revenue (Ministry of Finance, Government of India) or with the Department of Revenue (Ministry of Finance, Government of India) to be</p>	



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	enclosed.	
22.	<p>For the purpose of exemption from furnishing the Bid Security, whether the Bidder is registered with any Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India)?</p> <p>State "Yes" or "No"</p> <p>Note: A self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India) to be enclosed.</p>	
23.	<p>For the purpose of exemption from the Turnover Criteria, the Prior Experience Criteria and furnishing the Bid Security, whether the Bidder is a Startup as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India?</p> <p>State "Yes" or "No"</p> <p>Note: A self-attested copy of the relevant Document pertaining to the Bidder being a Startup as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India to be enclosed.</p>	
<p>Signature of the Principal Officer/ Authorized Representative of the Bidder:</p> <p>Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.</p>		
Verification/Declaration		
<p>That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "General Information of the</p>		



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Annexure-3

Techno-Commercial Bid of the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

TECHNO-COMMERCIAL BID OF THE BIDDER		
Note: If any cell is left blank and no number is quoted by the Bidder, the answer/value of the cell shall be treated as Nil or "0" (Zero).		
SERIAL NO.	PARTICULARS REQUIRED BY THE PROCURING ENTITY	PARTICULARS TO BE FILLED IN BY THE BIDDER
1.	NAME OF THE BIDDER	
2.	DETAILS OF THE TURNOVER OF THE BIDDER <div style="font-size: x-small;"> <p>Note 1: Self-attested copies of the detailed Returns of Income Tax for the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 or self-attested copies of the Tax Audited Annual Accounts for the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9) to be enclosed.</p> <p>Note 2: The Startup Bidders, in case of Startups as defined by the Department of Industrial Policy and Promotion, Government of India, shall be exempt from the turnover criteria. Such Bidders should state "Startup Bidder" in all relevant columns which are required to be filled in any row pertaining to Serial No. 2.</p> </div>	
2.1	DETAILS OF THE TURNOVER OF THE BIDDER DURING THE LAST 3 (THREE) FINANCIAL YEARS	
2.1(a)	Annual turnover for the FY 2020-21:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In figures)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In words)</div>
2.1(b)	Annual turnover for the FY 2021-22:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In figures)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In words)</div>
2.1(c)	Annual turnover for the FY 2022-23:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In figures)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: right; font-size: x-small;">(In words)</div>
2.2	OTHER FACT(S) REGARDING THE TURNOVER OF THE BIDDER	
2.2(a)	Any other important fact regarding the turnover which the Bidder wishes to state:	
3.	DETAILS OF PRIOR-EXPERIENCE OF EXECUTING SIMILAR WORKS BY THE	



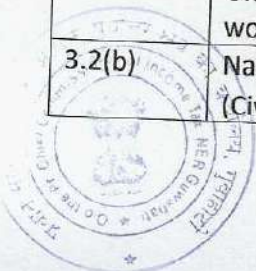
NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-3

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	BIDDER	
	<p>Note 1: Details of at-least 5 (five) works of similar nature successfully completed or successfully substantially completed in the Income Tax Department and/or in any Ministry/Department/Government Office/Central Public Sector Undertaking or Company during last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 be provided.</p> <p>Note 2: Supporting documents such as self-attested copies of the relevant Contracts or Work/Purchase Orders awarded by the concerned Procurer or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9) be enclosed.</p> <p>Note 3: The Startup Bidders, in case of Startups as defined by the Department of Industrial Policy and Promotion, Government of India, shall be exempt from the prior experience criteria. Such Bidders should state "Startup Bidder" in all relevant columns which are required to be filled in any row pertaining to Serial No. 3.</p>	
3.1	DETAILS OF WORK NO. 1 (EARLIER EXECUTED BY THE BIDDER)	
3.1(a)	Name of the Office of the Income Tax Department or the Ministry/Department/Government Office/Central Public Sector Undertaking or Company where the work done:	
3.1(b)	Nature of the work: (Civil or Civil and Electrical)	
3.1(c)	Date of completion of the work:	
3.1(d)	Period/time taken for completion of the work: (Months/Days)	
3.1(e)	Amount or Total Value of the Contract (in Rs.) of the work:	<div style="border: 1px solid black; padding: 2px;">(In figures)</div> <div style="border: 1px solid black; padding: 2px;">(In words)</div>
3.2	DETAILS OF WORK NO. 2 (EARLIER EXECUTED BY THE BIDDER)	
3.2(a)	Name of the Office of the Income Tax Department or the Ministry/Department/Government Office/Central Public Sector Undertaking or Company where the work done:	
3.2(b)	Nature of the work: (Civil or Civil and Electrical)	



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3.2(c)	Date of completion of the work:	
3.2(d)	Period/time taken for completion of the work: (Months/Days)	
3.2(e)	Amount or Total Value of the Contract (in Rs.) of the work:	(In figures)
		(In words)
3.3 DETAILS OF WORK NO. 3 (EARLIER EXECUTED BY THE BIDDER)		
3.3(a)	Name of the Office of the Income Tax Department or the Ministry/Department/Government Office/Central Public Sector Undertaking or Company where the work done:	
3.3(b)	Nature of the work: (Civil or Civil and Electrical)	
3.3(c)	Date of completion of the work:	
3.3(d)	Period/time taken for completion of the work: (Months/Days)	
3.3(e)	Amount or Total Value of the Contract (in Rs.) of the work:	(In figures)
		(In words)
3.4 DETAILS OF WORK NO. 4 (EARLIER EXECUTED BY THE BIDDER)		
3.4(a)	Name of the Office of the Income Tax Department or the Ministry/Department/Government Office/Central Public Sector Undertaking or Company where the work done:	
3.4(b)	Nature of the work: (Civil or Civil and Electrical)	
3.4(c)	Date of completion of the work:	
3.4(d)	Period/time taken for completion of the work: (Months/Days)	



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3.4(e)	Amount or Total Value of the Contract (in Rs.) of the work:	
		(In figures)
		(In words)
3.5	DETAILS OF WORK NO. 5 (EARLIER EXECUTED BY THE BIDDER)	
3.5(a)	Name of the Office of the Income Tax Department or the Ministry/Department/Government Office/Central Public Sector Undertaking or Company where the work done:	
3.5(b)	Nature of the work: (Civil or Civil and Electrical)	
3.5(c)	Date of completion of the work:	
3.5(d)	Period/time taken for completion of the work: (Months/Days)	
3.5(e)	Amount or Total Value of the Contract (in Rs.) of the work:	
		(In figures)
		(In words)
3.6	OTHER FACT(S) REGARDING THE PRIOR-EXPERIENCE OF THE BIDDER	
3.6(a)	Any other important fact regarding the prior experience which the Bidder wishes to state:	
4.	DETAILS OF FINANCIAL CAPABILITY REQUIRED FOR EXECUTING THE WORKS BY THE BIDDER	
	<p>Note 1: Details of the financial capability (as at present) of the Bidder be provided.</p> <p>Note 2: Supporting documents such as copies of the relevant Cash Book certified by a qualified Chartered Accountant or self-attested copies of the recent Bank Statement or self-attested copies of the Fixed Deposit Receipt (as on today) or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 5) be enclosed.</p>	
4.1(a)	Cash-in-hand (in Rs.) available with the Bidder (as on date):	
		(In figures)
		(In words)



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4.1(b)	Cash-at-Bank (in Rs.) available with the Bidder (as on date):	<div style="border: 1px solid black; padding: 2px;">(In figures)</div> <div style="border: 1px solid black; padding: 2px;">(In words)</div>
4.1(c)	Fixed Deposits available with the Bidder (as on date):	<div style="border: 1px solid black; padding: 2px;">(In figures)</div> <div style="border: 1px solid black; padding: 2px;">(In words)</div>
4.1(d)	Whether the financial assets of the Bidder are in excess of the financial liabilities of the Bidder?: (State "Yes" or "No")	
4.1(e)	If the financial assets of the Bidder are not in excess of the financial liabilities of the Bidder, please state as to how the Bidder proposes to make funds available for executing the "Works for the Procuring Entity" for the Procuring Entity?:	
4.2	OTHER FACT(S) REGARDING THE FINANCIAL CAPABILITY OF THE BIDDER	
4.2(a)	Any other important fact regarding the financial capability which the Bidder wishes to state:	
5.	DETAILS OF OTHER CAPABILITY REQUIRED FOR EXECUTING THE WORKS BY THE BIDDER	
<p>Note 1: Details of the other capability (as at present) of the Bidder be provided.</p> <p>Note 2: Supporting documents such as self-attested copies of the ownership/hire/lease documents of key-items of equipment and self-attested copies of the Roster of Labor available or the Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 5) be enclosed.</p>		
5.1	DETAILS OF KEY-ITEMS OF EQUIPMENT AVAILABLE FOR EXECUTING THE "WORKS FOR THE PROCURING ENTITY"	
5.1(a)	Whether key-items of equipment are available with the Bidder for undertaking the "Works for the Procuring Entity" for the Procuring Entity?	



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	(State "Yes" or "No")	
5.1(b)	Whether key-items of equipment are available with the Bidder owned by the Bidder or they have been obtained on hire/lease? (State "Owned" or "Hired" or "On Lease")	
5.2	DETAILS OF PERSONNEL AVAILABLE FOR EXECUTING THE "WORKS FOR THE PROCURING ENTITY"	
5.2(a)	No. of Masons available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(b)	No. of Plasterers available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(c)	No. of Plumbers available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(d)	No. of Construction Laborers available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(e)	No. of Carpenters available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(f)	No. of Electricians available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.2(g)	No. of other relevant persons available with the Bidder for executing the "Works for the Procuring Entity" for the Procuring Entity?	<div>(In figures)</div> <div>(In words)</div>
5.3	OTHER FACT(S) REGARDING THE KEY-ITEMS OF EQUIPMENT AND THE PERSONNEL AVAILABLE WITH THE BIDDER	



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5.3(a)	Any other important fact regarding the key-items of equipment and the personnel available with the Bidder which the bidder wishes to state:	
6.	DETAILS OF BID SECURITY <p>Note 1: The Bidders/Contractors who are Micro, Small & Medium Enterprises (MSMEs), as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Government of India or the Bidders/Contractors who are registered with the Central Public Procurement Portal (CPPP) or with the Government E Marketplace (GeM) or the Bidders/Contractors who are registered with any Organization/Department in the Ministry of Finance (Government of India) or the Bidders/Contractors who are registered with any Organization in the Department of Revenue (Ministry of Finance, Government of India) or with the Department of Revenue (Ministry of Finance, Government of India) or the Bidders/Contractors who are registered with any Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India) or the Bidders/Contractors who are Startups as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India are exempt from furnishing of the Bid Security.</p> <p>Note 2: The Bidders/Contractors, who fall in any aforesaid exempted categories, instead of the Bid Security, shall be required to furnish a "Bid Security Declaration" (provided in Annexure – 6 of the "Notice for Inviting Tenders/Bids") along-with their Bid/Tender.</p> <p>Note 3: The Bidders who are exempt from furnishing the Bid Security should state "Not Applicable" in the Row Nos. 6(c), 6(d), 6(e), 6(f), 6(g) and 6(h).</p>	
	(a) Whether the Bidder is exempt from payment of Bid Security?	
	State "Yes" or "No"	
	(b) If the Bidder is not exempt from payment of the Bid Security, whether the Bid Security has been furnished?	
	State "Yes" or "No"	
	(c) Amount of Bid Security (in Rs.) furnished by the Bidder:	
	(d) Account Payee Demand Draft No. or Fixed Deposit Receipt No. or Banker's Cheque No. or Bank Guarantee No. through which Bid Security furnished:	
	(e) Bank Account Number of the Bidder through which the Account Payee Demand Draft or Fixed	



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		Deposit Receipt or Banker's Cheque or Bank Guarantee for furnishing of the Bid Security, as above, made:	
	(f)	Name of the Bank of the Bidder through which the Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee for furnishing of the Bid Security, as above, made:	
	(g)	Address of the Bank Branch of the Bank of the Bidder through which the Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee for furnishing of the Bid Security, as above, made:	
	(h)	Indian Financial System Code (IFSC) of the Bank Branch of the Bank of the Bidder through which the Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee for furnishing of the Bid Security, as above, made:	

Verification/Declaration

That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "Techno-Commercial Bid of the Bidder", as provided above, are true and correct to the best of my knowledge and belief and no part of it is false.

I, hereby, further, verify and declare that the information, submissions and documents of/related to the "Techno-Commercial Bid of the Bidder" furnished/filed by us are genuine, true and correct to the best of my knowledge and belief and no part of the information, submissions, contents and documents of/related to the "Techno-Commercial Bid of the Bidder" is false or untrue or fabricated.

I, hereby, further, verify and declare that nothing material has been concealed in the information, submissions, contents and documents of/related to the "Techno-Commercial Bid of the Bidder" filed by us.



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(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish the information, submissions, contents and documents of/related to the "Techno-Commercial Bid of the Bidder" as filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this verification/declaration on behalf of the Bidder.

Signature of the Principal Officer/ Authorized Representative of the Bidder:

Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.

Name of the Principal Officer/ Authorized Representative of the Bidder:

Designation of the Principal Officer/ Authorized Representative in the Bidder:

Official Seal of the Bidder:

Date:



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-4

Financial Bid of the Bidder

(To be preferably uploaded in the MS Excel Spreadsheet format given separately)
 (If being submitted in the PDF format, to be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

FINANCIAL BID OF THE BIDDER		
Note: If any cell is left blank and no number is quoted by the Bidder, the answer/value of the cell shall be treated as Nil or "0" (Zero).		
SERIAL NO.	PARTICULARS REQUIRED BY THE PROCURING ENTITY IN RESPECT OF THE "WORKS FOR THE PROCURING ENTITY"	PARTICULARS TO BE FILLED IN BY THE BIDDER
1.	NAME OF THE BIDDER	
2.	DETAILS OF ELEMENTS OF PRICE/RATE/VALUE QUOTED BY THE BIDDER	
Note: All prices/rates/costs/values etc. must be in Indian Rupees.		
2.1	AMC for Computer System	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.5	Central Sales Tax (CST) on Price/Rate/Cost/Value of Material:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.6	Central Sales Tax (CST) on Price/Rate/Cost/Value of Labor:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.7	Central Sales Tax (CST) on Price/Rate/Cost/Value of Other Incidental Items/Services:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.8	Aggregate of Central Sales Tax (CST): (Sum of 2.5, 2.6 & 2.7)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.9	Value Added Tax (VAT) on Price/Rate/Cost/Value of Material:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2.10	Value Added Tax (VAT)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-4

Financial Bid of the Bidder

(To be preferably uploaded in the MS Excel Spreadsheet format given separately)
 (If being submitted in the PDF format, to be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

	Price/Rate/Cost/Value of Labor:	(In figures)
		(In words)
2.11	Value Added Tax (VAT) Price/Rate/Cost/Value of Other Incidental Items/Services:	(In figures)
		(In words)
2.12	Aggregate of Value Added Tax (VAT): (Sum of 2.9, 2.10 & 2.11)	(In figures)
		(In words)
2.13	Goods and Service Tax (GST) Price/Rate/Cost/Value of Material:	(In figures)
		(In words)
2.14	Goods and Service Tax (GST) Price/Rate/Cost/Value of Labor:	(In figures)
		(In words)
2.15	Goods and Service Tax (GST) Price/Rate/Cost/Value of Other Incidental Items/Services:	(In figures)
		(In words)
2.16	Aggregate of Goods and Service Tax (GST): (Sum of 2.13, 2.14 & 2.15)	(In figures)
		(In words)
2.17	Other Costs (if any):	(In figures)
		(In words)
2.18	Other Charges (if any):	(In figures)
		(In words)
2.19	Other Rates (if any):	(In figures)
		(In words)
2.20	Other Prices (if any):	(In figures)



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-4

Financial Bid of the Bidder

(To be preferably uploaded in the MS Excel Spreadsheet format given separately)
 (If being submitted in the PDF format, to be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

		(In words)
2.21	Other Taxes (if any):	
		(In figures)
		(In words)
3	"PRICE OF THE CONTRACT" OR "VALUE OF THE CONTRACT" OR "RATE OF THE CONTRACT" OR "TOTAL PRICE OF THE CONTRACT" OR "TOTAL VALUE OF THE CONTRACT" OR "TOTAL RATE OF THE CONTRACT" OR "FINAL PRICE OF THE CONTRACT" OR "FINAL VALUE OF THE CONTRACT" OR "FINAL RATE OF THE CONTRACT"	
3.1	"Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" (Sum of 2.4, 2.8, 2.12, 2.16, 2.17, 2.18, 2.19, 2.20 & 2.21)	<div style="text-align: center;">(In figures)</div> <div style="text-align: center;">(In words)</div>

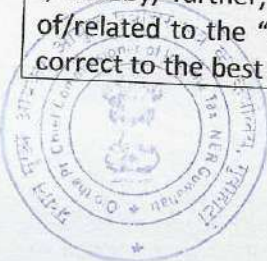
Note 1: The "Price of the Contract" or "Value of the Contract" or "Rate of the Contract" or "Total Price of the Contract" or "Total Value of the Contract" or "Total Rate of the Contract" or "Final Price of the Contract" or "Final Value of the Contract" or "Final Rate of the Contract" quoted in Serial No. 3 shall be the price/value/rate for evaluation of Financial Bids for the purpose of ranking the Bidders and determining the L-1 Bidder.

Note 2: The Bidders may vary the proforma to suit their needs. However, all elements of costs, rates, prices, taxes etc. shall be shown separately in the Financial Bids.

Verification/Declaration

That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "Financial Bid of the Bidder", as provided above, are true and correct to the best of my knowledge and belief and no part of it is false.

I, hereby, further, verify and declare that the information, submissions and documents of/related to the "Financial Bid of the Bidder" furnished/filed by us are genuine, true and correct to the best of my knowledge and belief and no part of the information, submissions,



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-4

Financial Bid of the Bidder

(To be preferably uploaded in the MS Excel Spreadsheet format given separately)
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contents and documents of/related to the "Financial Bid of the Bidder" is false or untrue or fabricated.

I, hereby, further, verify and declare that nothing material has been concealed in the information, submissions, contents and documents of/related to the "Financial Bid of the Bidder" filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish the information, submissions, contents and documents of/related to the "Financial Bid of the Bidder" as filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this verification/declaration on behalf of the Bidder.

Signature of the Principal Officer/ Authorized Representative of the Bidder:

Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.

Name of the Principal Officer/ Authorized Representative of the Bidder:

Designation of the Principal Officer/ Authorized Representative in the Bidder:

Official Seal of the Bidder:

Date:



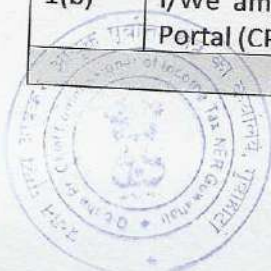
NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX (CENTRAL), GUWAHATI
(PROCURING ENTITY)

Annexure-5

Bid Security Declaration by Exempted Bidders

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

BID SECURITY DECLARATION BY EXEMPTED BIDDERS	
To,	
The Income-tax Officer (Infra) cum Nodal Officer , Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, 5th Floor, Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005	
Sir,	
Subject:	Bid Security Declaration in lieu of the Bid Security for the Tender in respect of "Works for the Procuring Entity" to be undertaken in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati,(i.e. "Procuring Entity") situated/located at Aayakar Bhawan, G.S. Road, Guwahati (Assam) – 781005 – Refer to the "Notice for Inviting Tenders" of the Procuring Entity.
Dear Sir,	
Please refer to the above subject.	
In this regard, kindly find hereunder the Bid Security Declaration in my/our case.	
1. I/We am/are a Bidder who belongs to one or more of the exempted categories given hereunder.	
<p><small>Note 1: The Bidders, who fall in any one or more of the exempted categories given hereunder shall submit documentary proof, whichever applicable, of their exemption status along-with this Annexure i.e. the relevant registration certificate/order/letter or any other relevant document.</small></p> <p><small>Note 2: Strikout whichever row 1(a) or 1(b) or 1(c) or 1(d) or 1(e) or 1(f) or 1(g) or 1(h) is not applicable.</small></p>	
1(a)	I/We am/are a Micro, Small & Medium Enterprise (MSME), as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME), Government of India.
and/or	
1(b)	I/We am/are a Bidder who is registered with the Central Public Procurement Portal (CPPP) of the Government of India.



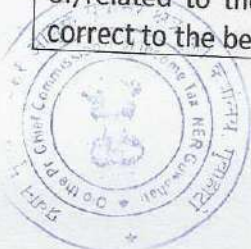
NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX (CENTRAL), GUWAHATI
(PROCURING ENTITY)

Annexure-5

Bid Security Declaration by Exempted Bidders

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

and/or	
1(c)	I/We am/are a Bidder who is registered with the Government E Marketplace (GeM) of the Government of India.
and/or	
1(d)	I/We am/are a Bidder who is are registered with an Organization in the Ministry of Finance (Government of India) or a Department in the Ministry of Finance (Government of India).
and/or	
1(e)	I/We am/are a Bidder who is registered with an Organization in the Department of Revenue (Ministry of Finance, Government of India).
and/or	
1(f)	I/We am/are a Bidder who is registered with the Department of Revenue (Ministry of Finance, Government of India).
and/or	
1(g)	I/We am/are a Bidder who is registered with an Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India).
and/or	
1(h)	I/We am/are a Bidder who is a Startup as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India.
and/or	
<u>Verification/Declaration</u>	
<p>That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "Bid Security Declaration", as provided above, are true and correct to the best of my knowledge and belief and no part of it is false.</p> <p>I, hereby, further, verify and declare that the information, submissions and documents of/related to the "Bid Security Declaration" furnished/filed by us are genuine, true and correct to the best of my knowledge and belief and no part of the information, submissions,</p>	



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX (CENTRAL), GUWAHATI
(PROCURING ENTITY)

Annexure-5

Bid Security Declaration by Exempted Bidders

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

contents and documents of/related to the "Bid Security Declaration" is false or untrue or fabricated.

I, hereby, further, verify and declare that nothing material has been concealed in the information, submissions, contents and documents of/related to the "Bid Security Declaration" filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish the information, submissions, contents and documents of/related to the "Bid Security Declaration" as filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this verification/declaration on behalf of the Bidder.

Signature of the Principal Officer/ Authorized Representative of the Bidder:

Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.

Name of the Principal Officer/ Authorized Representative of the Bidder:

Designation of the Principal Officer/ Authorized Representative in the Bidder:

Official Seal of the Bidder:

Date:



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-6

Advance Warranty Certificate by the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

ADVANCE WARRANTY CERTIFICATE BY THE BIDDER	
It is certified as follows:	
1.	I/we shall be responsible for execution of the works as per the specifications and terms & conditions enumerated in the "Notice for Inviting Tenders" (NIT).
2.	I/we shall be responsible for undertaking the "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the quality required.
3.	I/we shall be responsible for undertaking the said "Works for the Procuring Entity" on a price/cost which is reasonable and consistent with the market prices of such goods/material/works and the scheduled rates as prescribed by relevant organizations of the Government i.e. the Central Public Works Department or as prescribed by the GeM SPV etc.
4.	I/we shall be responsible for completing the "Works for the Procuring Entity" according to the National Technical Regulations or recognized National Standards or Building Codes.
5.	I/we shall be responsible for completing the "Works for the Procuring Entity" using the best quality of material and labor available in the market.
6.	I/we shall be responsible for ensuring that the works executed by the Bidder are of the best quality and design and the material/goods, whether civil or electrical or other, used in such works is/are new, unused, of the most recent or current models and design and which the Bidder incorporates in other recent works while executing similar works for other persons.
7.	Even if the works have been delivered, commissioned and accepted by the Procuring Entity, I/we shall remain responsible for smooth and efficient functioning of the works executed by me/us and, in case of any malfunction or wear or defect or damage in works executed by the Bidder or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, I/we shall be responsible for undertaking suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other.
8.	I/we hereby furnish to the Procuring Entity, this "Advance Warranty Certificate", as per Annexure-8 of the "Notice for Inviting Tenders" (NIT), warranting on my/our part



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-6

Advance Warranty Certificate by the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

to the Procuring Entity that, I/we shall remain responsible for smooth and efficient functioning of the works executed by me/us and, in case of any malfunction or wear or defect or damage in works executed by me/us or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, I/we shall be responsible for undertaking suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other.

9. I/we, hereby, agree that is "Advance Warranty Certificate" furnished by me/us to the Procuring Entity shall remain valid for a period of 36 months from the date of the completion of the process of procurement. During the period of warranty, in case of any malfunction or wear or defect or damage in works executed by me/us or in case of any malfunction or wear or defect or damage in the quality and design of the material/goods, whether civil or electrical or other, used in such works, I/we shall be bound to make good the loss to the Procuring Entity and shall also be bound to undertake suitable action for replacement and restoration of the works to the levels desired by the Procuring Entity and replacement of the defective material/goods, whether civil or electrical or other, within a period of 15 days from the date of the due notice to me/us.

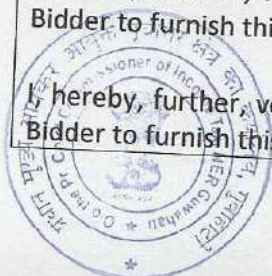
10. I/we, hereby, agree that, in case I/we fail to honor any provision of the "Advance Warranty Certificate" on any occasion or time, I/we shall be liable for criminal/civil action under the relevant laws, rules, provisions etc. including cancellation of the contract (if awarded) or during the execution of the contract or thereafter at any time during the period of warranty, debarment from participating in the future tendering processes of the Procuring Entity or other Procuring Entities or Government Departments, forfeiture of the Performance Security, liquidated damages, other damages, recovery of payment made (even after the contract has been executed) and other actions prescribed and allowable under the relevant laws, rules etc.

Verification/Declaration

That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that we have understood the contents of this "Advance Warranty Certificate" and we agree with the same.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this "Advance Warranty Certificate".

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this verification/declaration on behalf of the Bidder.



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-6

Advance Warranty Certificate by the Bidder

(To be typed on the letter head of the Bidder, each page of the Annexure to be signed by the Bidder and the Seal of the Bidder be placed on each page before submitting in the PDF format)

Signature of the Principal Officer/ Authorized Representative of the Bidder:	
<small>Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.</small>	
Name of the Principal Officer/ Authorized Representative of the Bidder:	
Designation of the Principal Officer/ Authorized Representative in the Bidder:	
Official Seal of the Bidder:	
Date:	



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-7

No Claim Certificate by the Bidder

(To be submitted by the successful Bidder on receipt of full and final payment from the Procuring Entity)

NO CLAIM CERTIFICATE BY THE BIDDER

To,

Income-tax Officer (Infra) cum Nodal Officer, Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, (Procuring Entity), Aayakar Bhawan, G.S. Road, Guwahati – 781005 (Assam)

Subject: "No Claim Certificate" in respect of supply of the "Works for the Procuring Entity" vide Tender/Contract No. _____, dated _____.

We have received the sum of Rs. _____ (Rupees _____ only) in full and final settlement of all the payments due to us in respect of supply of the "Works for the Procuring Entity" vide the above Tender/Contract. We, hereby, unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against the Procuring Entity in respect of the above Tender/Contract.

We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the "Notice for Inviting Tenders (NIT)" and the Contract, as regards the performance of the Contract.

Verification/Declaration

That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that the contents of the "No Claim Certificate by the Bidder", as provided above, are true and correct to the best of my knowledge and belief and no part of it is false.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish the "No Claim Certificate by the Bidder" as filed by us.

I, hereby, further, verify and declare that I am competent and I am duly authorized by the Bidder to furnish this verification/declaration on behalf of the Bidder.

Signature of the Principal Officer/ Authorized Representative of the Bidder:

Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-7

No Claim Certificate by the Bidder

(To be submitted by the successful Bidder on receipt of full and final payment from the Procuring Entity)

of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.	
Name of the Principal Officer/ Authorized Representative of the Bidder:	
Designation of the Principal Officer/ Authorized Representative in the Bidder:	
Official Seal of the Bidder:	
Date:	



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-8

Integrity Pact between the Procuring Entity and the Bidder
(The Bidders will be required to sign the Integrity Pact at the time of opening of the Bid)

INTEGRITY PACT BETWEEN THE PROCURING ENTITY AND THE BIDDER

Note 1: All Bidders shall be required to execute the Integrity Pact at the time of the opening of the Bid.

This Integrity Agreement is made at Guwahati (Assam) on this _____ day of Month, Year

between

The Procuring Entity

[i.e. The Office of the Pr. Commissioner of Income Tax (Central), Guwahati]

and

the Bidder

(i.e. Details of the Bidder to be filled in at the time of execution)

The Procuring Entity intends to award, under laid down terms and conditions, contract for execution of the "Works for the Procuring Entity", as described in the "Notice for Inviting Tenders (NIT)", in the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati, [i.e. "Procuring Entity"] situated/located at "Aayakar Bhawan, G.S. Road, Guwahati" ["Location of the Procuring Entity"].

The Procuring Entity values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its all Bidders.

In witness thereto the

Section 1: Commitment of the Procuring Entity

1. The Procuring Entity commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1a. No employee of the Procuring Entity, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1b. The Procuring Entity will, during the tender process treat all Bidders with equity and reason. The Procuring Entity will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidders



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-8

Integrity Pact between the Procuring Entity and the Bidder
(The Bidders will be required to sign the Integrity Pact at the time of opening of the Bid)

	confidential/additional information through which the Bidders could obtain an advantage in relation to the tender process or the execution of the contract.
1c.	The Procuring Entity will exclude from the process all known prejudiced persons.
2.	If the Procuring Entity obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or if there be a substantive suspicion in this regard, the Procuring Entity will inform the Chief Vigilance Officer of its organization and in addition initiate disciplinary actions against the erring employee.
Section 2: Commitment of the Bidder	
1.	The Bidder commit himself/itself to take all measures necessary to prevent corruption. He/She/It commits himself/herself/itself to observe the following principles during his/her/its participation in the tender process and during the execution of the contract.
1a.	The Bidders will not, directly or through any other person or firm or company, offer, promise or give to any of the Procuring Entity's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
1b.	The Bidders will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
1c.	The Bidders will not commit any offence under the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988. Further the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by the Procuring Entity, as a part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
1d.	The Bidders will, when presenting his/her/its bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.



NOTICE FOR INVITING TENDERS
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX (NER), GUWAHATI
(PROCURING ENTITY)

Annexure-8

Integrity Pact between the Procuring Entity and the Bidder
(The Bidders will be required to sign the Integrity Pact at the time of opening of the Bid)

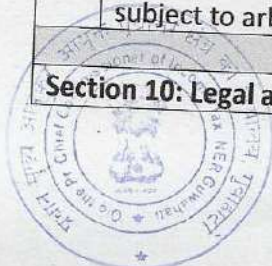
2.	The Bidders will not instigate third persons to commit offences outlined above or be an accessory to such offences.
Section 3: Disqualification from the Tender process and exclusion from future Contracts	
If any Bidder, before the award of or during execution of the contract has committed a transgression through a violation of Section-2 of the Integrity Pact (as above) or in any other form such as to put his reliability or credibility in question, the Procuring Entity is entitled to disqualify the said Bidder from the tender process and/or take action as per the procedure mentioned in the relevant laws and rules.	
Section 4: Compensation for Damages	
1.	If the Procuring Entity has qualified any Bidder from the tender process prior to the award, the Procuring Entity is entitled to demand and recover the damages equivalent to the Bid Security.
2.	If the Procuring Entity terminates the contract or if the Principal is forced to terminate the contract owing to violations of any law or rules or any terms and conditions of the "Notice for Inviting Tenders (NIT)" or the Contract, the Procuring Entity shall be entitled to demand and recover from the Bidder, liquidated damages of the contract value or the amount equivalent to the Performance Security.
Section 5: Previous Transgression(s)	
1.	The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption system/approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2.	If the Bidder makes an incorrect statement on this subject, he is liable to be disqualified from the tender process and/or action can be taken as per the relevant laws/rules.
Section 6: Equal treatment of all Bidders/ Contractors/ Subcontractors	
1.	The Bidders undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit the same to the Procuring Entity before execution (signing) of the Contract.
2.	The Procuring Entity will enter into agreements with identical conditions as this one

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	with all Bidders.
3.	The Procuring Entity will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate any of its provisions.
Section 7: Criminal charges against violating Bidders/ Contractors/ Subcontractor(s)	
If the Procuring Entity acquires knowledge of conduct of a Bidder, Contractor or Subcontractor or of an employee or a representative or an associate of any Bidder, Contractor or Subcontractor which constitutes corruption or if the Procuring Entity has substantive suspicion in this regard, the Procuring Entity will inform about the same to the Chief Vigilance Officer of its organization.	
Section 8: Duration of the Pact	
This Integrity Pact shall expire for the Contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded to the successful Bidder.	
If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Competent Authority of the Procuring Entity.	
Section 9: Other Provisions	
1.	This Integrity Pact shall be subject to Indian Laws.
2.	If the Contractor is a Partnership or a Company, this Integrity Pact shall bind all Partners or the Directors of such a Partnership or Company.
3.	Should one or several provisions/parts of this Integrity Pact turn out to be invalid, the remainder of the Integrity Pact shall remain valid. In this case, the parties shall strive to come to an agreement with regards to their original intentions.
4.	It is agreed that if any dispute or difference arises between the parties with regard to the terms and conditions of this Integrity Pact, any action taken by the Procuring Entity in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
Section 10: Legal and Prior Rights	

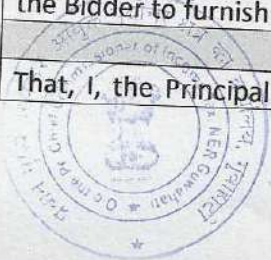


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For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.	
Since the Integrity Pact is required to be furnished electronically, subject to relevant laws on the matter, irrespective of any date which is put on the Integrity Pact by the Procuring Entity and the Bidder, the Integrity Pact shall be deemed to have been executed by the Procuring Entity and the Bidder on the date and time of publication of the "Notice for Inviting Tenders (NIT)".	
IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:	
1st Party	2nd Party
"Procuring Entity"	"Bidder/ Contractor"
Witness No. 1	
Witness No. 2	
<u>Verification/Declaration</u>	
That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are given below, hereby, verify and declare that I am competent and I am duly authorized by the Bidder to furnish and execute (sign) this "Integrity Pact" on behalf of the Bidder.	
That, I, the Principal Officer/ Authorized Representative of the Bidder, whose details are	



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given below, hereby, verify and declare that I am competent and I am duly authorized by the Bidder to furnish and sign this verification/declaration on behalf of the Bidder.	
Signature of the Principal Officer/ Authorized Representative of the Bidder:	
Note: Authorized Representative of the Bidder means the Executive Director (in the case of a Company) or the Executive Partner (in the case of a Partnership Firm) or the Proprietor (in the case of a Proprietorship Firm) or the Principal Officer of the Bidder.	
Name of the Principal Officer/ Authorized Representative of the Bidder:	
Designation of the Principal Officer/ Authorized Representative in the Bidder:	
Official Seal of the Bidder:	
Date:	



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Annexure-9

Certificate from a qualified Chartered Accountant

(To be typed on the letter head of the Chartered Accountant, each page of the Annexure to be signed by the Chartered Accountant and the Seal of the Chartered Accountant be placed on each page before submitting in the PDF format)

CERTIFICATE FROM A QUALIFIED CHARTERED ACCOUNTANT REGARDING THE ELIGIBILITY OF THE BIDDER WITH RESPECT TO "TURNOVER", "PRIOR EXPERIENCE", "FINANCIAL MEANS OR LIQUID ASSETS" AND "KEY ITEMS OF EQUIPMENT AND LABOUR" OF THE BIDDER

Note: If any cell is left blank and no number is quoted by the Bidder, the answer/value of the cell shall be treated as Nil or "0" (Zero).

Name of the Bidder
(Company/Firm/Proprietorship):

Address of the Registered
Office/ Other Office of the
Bidder:

PAN of the Bidder:

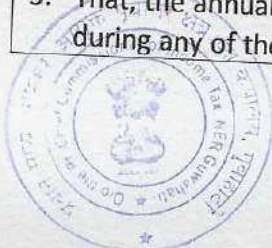
TAN of the Bidder:

GST Registration No. of the
Bidder:

CERTIFICATE

I, the undersigned, being a Chartered Account, hereby, in the case of the Bidder (Company/Firm/Proprietorship), whose details are given above, certify, as follows:

1. That, I am a qualified Chartered Accountant registered with the Institute of Chartered Accountants of India (ICAI).
2. That, my firm is registered with the Institute of Chartered Accountants of India (ICAI).
3. That, I have read the terms and conditions as stated in the relevant "Notice for Inviting Tenders", dated _____, issued by the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati.
4. That, I have known the aforesaid Bidder for _____ years.
5. That, the annual turnover of the aforesaid Bidder has not been less than 150.00 Lakhs during any of the last three Financial Years i.e. the FY 2020-21, the FY 2021-22 and the



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FY 2022-23.	
6. That, the annual turnovers (in INR) of the aforesaid Bidder during the last three financial years i.e. the FY 2020-21, the FY 2021-22 and the FY 2022-23 are given hereunder:	
a. Annual turnover of the aforesaid Bidder for the FY 2020-21:	
b. Annual turnover of the aforesaid Bidder for the FY 2021-22:	
c. Annual turnover of the aforesaid Bidder for the FY 2022-23:	
7. That, the aforesaid Bidder has a prior experience of having successfully completed or successfully substantially completed at-least 5 (five) works similar to those described in the aforesaid "Notice for Inviting Tenders" in the Income Tax Department and/or in other Ministry/Department/Government Office/Central Public Sector Undertaking or Company during the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.	
8. That, the "financial means or liquid assets" of the aforesaid Bidder, as on today, are not less than Rs. 15 (fifteen) Lakhs and the aforesaid Bidder has the financial capability to complete the works as described in the "Notice for Inviting Tenders" issued by the "Procuring Entity" i.e. the Office of the Principal Commissioner of Income Tax (Central), Guwahati.	
9. That, the aforesaid Bidder owns or has assured access (through hire, lease, purchase agreement, other commercial means etc.) to key items of equipment (in full working order) and a committed labor force to complete the works as described in the "Notice for Inviting Tenders" issued by the "Procuring Entity" i.e. the Office of the Principal Chief Commissioner of Income Tax (NER), Guwahati.	
10. That, this Certificate is being issued by me after having seen the relevant documents [e.g. Detailed ITRs, Tax Audited Accounts, Income/Corporate Tax Payment Challans, GST Payment Receipts, Bank Statements, FDRs, Old Work Orders, Ownership/Lease Documents, Documents of the Labor Department etc.] and after having satisfied myself about the correctness and accuracy of the said documents.	
11. That, I, hereby, verify and declare that the contents of this Certificate are true and	



NOTICE FOR INVITING TENDERS
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(PROCURING ENTITY)

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correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed herein.	
Signature of the Chartered Accountant:	
Name of the Chartered Accountant:	
Registration No. of the Chartered Accountant:	
Name of the Chartered Accountancy Firm:	
Registration No. of the Chartered Accountancy Firm:	
Official Seal of the Chartered Accountant/ Chartered Accountancy Firm:	
Date:	



NOTICE FOR INVITING TENDERS
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(PROCURING ENTITY)

Annexure-10
Plan/Drawing of the Site for the use of the Bidders

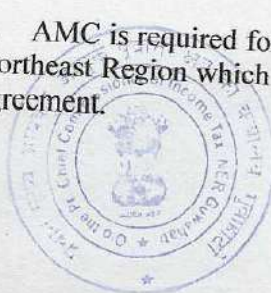
PLAN/DRAWING OF THE SITE FOR THE USE OF THE BIDDERS

The following is the approximate plan or drawing which may be used by the Bidders for planning the execution of the "Works for the Procuring Entity":

Note: The measurements of Length, Breadth and Height are approximate and may be different on exact measurement. The prospective Bidders may verify the same by a visit to the site. The layout at the actual site is different. The images below have been incorporated only for graphic representation. The prospective Bidders may verify the exact layout by a visit to the site.

Sl.No	Particulars	Total Number of availability
1.	Network PC	638
2.	Non-Network PC	502
3.	Printer	920
4.	UPS	1012

1. The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider.
2. The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract.
3. Annual Maintenance Contract(AMC) is required for the Computer systems installed at Income Tax Offices of the entire Northeast Region.
4. On site preventive and corrective maintenance of the Computer Systems.
5. The maintenance contract will include necessary repairs to the installed systems and replacement of defectives/damaged parts, components and other accessories free of cost.
6. The maintenance service should be provided on all working days and as per the call on emergency basis from 09.30Hrsto 19.00Hrs. The agency shall make the service of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
7. Maintenance schedules mutually agreed upon will be prepared before commencement of the AMC. There should be no delay beyond the agreed schedule time to attend the issue.
8. AMC is required for Computer Systems installed in all the Income Tax Offices of the Northeast Region which will be for a period of one year commencing from the date of the agreement.



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(PROCURING ENTITY)

Annexure-10
Plan/Drawing of the Site for the use of the Bidders

9. Agreement comes into force, if the services are found satisfactory the contract may be extended for a period of one more year of the same terms and conditions. The party shall provide adequate number of workers and one supervisor from 9.30 AM to 7 PM on all days except Sunday. Immediate replacement should be provided in case of absence of any worker.
10. This office also reserves the right to transfer/reinstall any of the machines to another location within Guwahati.
11. The service provider shall maintain service log book/file containing maintenance report duly countersigned by the office of the users.
12. Unsatisfactory performance of service will render this contract to be terminated without notice.
13. Any liability arising on the Pr. Chief Commissioner of Income Tax, NER, Guwahati shall be deducted from the bills of the vendor and if required the full amount.
14. The vendor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; vendor will be under obligation to change the worker when instructed by authority. The vendor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The Pr. Chief Commissioner of Income Tax, NER, Guwahati will not hold any responsibility with regard to staff on the role of the vendor whatsoever.
15. The vendor and his staff shall follow the rules and regulations of the Pr. Chief Commissioner of Income Tax, NER, Guwahati in force and instruction issued from time to time. The Pr. Chief Commissioner of Income Tax, NER, Guwahati will be free to take action against the vendor for violating the same.
16. In the event of the vendor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Pr. Chief Commissioner of Income Tax, NER, Guwahati totally at the cost and risk of vendor besides any suitable fine/penalty.
17. The party shall provide a report on the activities undertaken by his work force/supervisor in the premises to the ITO(Infra), O/o Pr.CCIT, NER, Guwahati whenever it is asked for.

TECHNICAL/OTHER SPECIFICATIONS REQUIRED TO BE ADHERED TO BY THE BIDDERS

1. The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any



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Plan/Drawing of the Site for the use of the Bidders

- items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
2. All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.
 3. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.
 4. The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshy and for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.
 5. The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.
 6. The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer.



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Annexure-11
Check List
 (For the use of the Bidders)

CHECK LIST

The following is the list of the documents to be submitted by the Bidders (if applicable to them). For clarification refer to the "Notice for Inviting Tenders" (NIT), the relevant Chapters and the relevant Annexures. The list is tentative and indicative. The Bidders may carefully verify the actual requirement (for submission) from the relevant Chapters and Annexures of the "Notice for Inviting Tenders" (NIT).

In case of annexures, the sign and the seal of the Bidder or the Chartered Accountant, as the case may be, be affixed on each page of the copy of the relevant document before scanning the annexure and making the PDF file.

In case of documents, all copies which are required to be self-attested, the sign and the seal of the Bidder be affixed on each page of the copy of the relevant document.

ANNEXURES AND DOCUMENTS TO BE SUBMITTED AS A PART OF THE TECHNO-COMMERCIAL BID

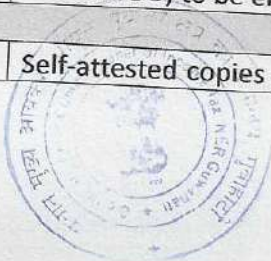
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|-----|--|
| 1. | Annexure-1 (Covering Letter of the Bidder) |
| 2. | Annexure-2 (General Information of the Bidder) |
| 3. | Annexure-3 (Techno-Commercial Bid of the Bidder) |
| 4. | Annexure-5 (Bid Security Declaration by Exempted Bidders) |
| 5. | Annexure-6 (Advance Warranty Certificate by the Bidder) |
| 6. | Annexure-9 (Certificate from a qualified Chartered Accountant) |
| 7. | Self-attested copy of the relevant Registration Certificate/ Document - CIN issued by the Registrar of Companies (in the case of a Company), Firm Registration No. issued by the Registrar of Firms (in the case of a Partnership Firm), Registration Nos. issued by the relevant Authority (in other cases) as per the relevant Registration Certificate/ Document. |
| 8. | Self-attested copy of the PAN Card issued by the Income Tax Department |
| 9. | Self-attested copy of the TAN Card issued by the Income Tax Department |
| 10. | Self-attested copy of the Trade License issued by the concerned Department |



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Annexure-11
Check List
(For the use of the Bidders)

11.	Self-attested copy of the Labour License issued by the concerned Department
12.	Self-attested copy of the Goods and Services Tax Registration Certificate
13.	Self-attested copy of the Central Sales Tax Registration Certificate
14.	Self-attested copy of the of the Value Added Tax Registration Certificate
15.	A cancelled Cheque (in original)
16.	Self-attested copy of the document pertaining to the Bidder being a Micro, Small & Medium Enterprise (MSME)
17.	Self-attested copy of the relevant document pertaining to the Bidder being registered with the Central Public Procurement Portal (CPPP) or with the Government E Marketplace (GeM)
18.	Self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization/Department in the Ministry of Finance (Government of India)
19.	Self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization in the Department of Revenue (Ministry of Finance, Government of India) or with the Department of Revenue (Ministry of Finance, Government of India)
20.	Self-attested copy of the relevant Document pertaining to the Bidder being registered with an Organization in the Income Tax Department (Department of Revenue, Ministry of Finance, Government of India)
21.	Self-attested copy of the relevant Document pertaining to the Bidder being a Startup as recognized by the Department of Industrial Policy & Promotion (DIPP), Government of India
22.	Self-attested copies of the detailed Returns of Income Tax for the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23
23.	Self-attested copies of the Tax Audited Annual Accounts for the last 3 (three) financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23
24.	Certificate, in original, from a qualified Chartered Account (in the format prescribed at Annexure 9) to be enclosed
25.	Self-attested copies of the relevant Contracts or Work/Purchase Orders awarded to the



NOTICE FOR INVITING TENDERS
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(For the use of the Bidders)

	Bidder
26.	Copy of the Cash Book certified by a qualified Chartered Accountant
27.	Self-attested copies of the recent Bank Statement
28.	Self-attested copies of the Fixed Deposit Receipt (as on today)
29.	Self-attested copies of the ownership/hire/lease documents of Key Items of Equipment
30.	Self-attested copies of the Roster of Labor
ANNEXURES TO BE SUBMITTED AS A PART OF THE FINANCIAL BID	
1.	Annexure-4 (Financial Bid of the Bidder) - MS Excel Spreadsheet Format

