

Tender No. 18/GS/21-2017

Dated :

24.01.2017

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed quotations under integrated manner from registered and reputed agencies for the Comprehensive Annual Maintenance Contract (CAMC) of its Water Coolers, as detailed in Annexure-I (General Terms and Conditions), Annexure-II (Schedule of Work and Quote your prices) and Annexure-III (Tender Application Form).

Sealed quotations filled in the specified proforma addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 should reach **latest by 11.00 am on 17.2.2017**. The sealed quotations should be delivered in the GS Section of this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on any working day between 4.00 pm to 5.00 pm. These are also available on website <http://saiindia.gov.in>. The Bids shall be opened in Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 17.2.2017 at 3.00 pm by the Committee authorized by this office and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason.

(DINESH KUMAR)

SR. ADMINISTRATIVE OFFICER (GS)

Encl:

1. Annexure-I (General Terms and Conditions)
2. Annexure-II (Schedule of Works / Quote your prices)
3. Annexure-III (Tender Application Form)

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ANNEXURE –I

GENERAL TERMS AND CONDITIONS

1. The office of the Comptroller and Auditor General of India shall award the Comprehensive Annual Maintenance Contract for its Water Coolers as per the Schedule of Works as stated in Annexure-II.
2. **Parties:-** The parties to the Bid are the Bidders (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
3. **Addresses:** For all purposes of the CAMC including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
4. **Earnest Money (EMD):** Earnest Money of Rs.10,000/- (Rupees ten thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up bidding documents. The validity of the Bank Guarantee / Demand Draft needs to be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr. Accountant General (Audit), Delhi and payable at New Delhi.**
 - 4.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work will be entertained.
 - 4.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, or in case of non acceptance of the work order or in cases of non submission of performance guarantee, the aforesaid earnest money deposit will be forfeited to the Government.
 - 4.3 The bids without Earnest Money will be summarily rejected.
 - 4.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
 - 4.5 In case of bidders whose quotations are not considered for selection, the Bid Security (EMD) will be returned within one Month of the decision along with endorsement for payment to the bidders. In case of bidders whose tender is accepted for placing the order, the Bid Security will be replaced by 5% performance Security deposited.

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5. Preparation and submission of Bids:

The bids should be submitted in the integrated manner i.e. one single bid in an envelope, quoting the prices in the specified proforma for the required work of CAMC of the Water Coolers alongwith Earnest Money Deposit supported by all required documents, as per the requirements of this office stated herein the bidding document.

5.1. Signing of Tender: Individual signing the bids or other documents connected with contract must specify whether he signs as:-

- (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a registered power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.
- (d) The bidder should sign and affix his/his firm’s stamp at each page of the bids and all its Annexures as the acceptance of the offer by the bidder will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Comptroller and Auditor General of India necessary).

6. Validity of the Bids:

The bids shall be valid for a period of 180 days from the date of opening of the bids.

7. Opening of bids:

The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.

8. Criterion for Evaluation of bids: The Bids shall be opened by a committee authorized by the competent authority at 3.00 pm on 17.2.2017 in the Committee Room, in the presence of such bidders who may wish to be present.

9. Right of Acceptance: The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does

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- not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
- 9.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's bids.
- 9.2 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 9.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
10. **Assistance to Contractor :** The contractor shall not be entitled to assistance either, in the procurement of material required for the fulfillment of the contract or in the securing of transport facilities.
11. **Communication of Acceptance:** Successful Bidder will be informed of the acceptance of their bids.
12. **Validity of Contract:** The CAMC, if awarded, will be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor / successful bidder, the office of the Comptroller and Auditor General of India will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Comptroller and Auditor General of India. The initial period of one year can be further extended at the sole discretion of the office of the Comptroller and Auditor General of India.
13. **Security Deposit:** On acceptance of the bids, the contractor / successful shall within the period specified by the competent authority of the office of the Comptroller and Auditor General of India, deposit as security in the form of a Bank Guarantee, a sum equivalent to 5% of the tender value of the contract in favour of PAO, Accountant General (Audit), Delhi, New Delhi, payable at New Delhi. The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any

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- incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure will constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
14. **Penalty:**
- (a) In case of breach of any conditions of the contract and for all type of losses caused, the Contractor shall fully indemnify the office of the Comptroller and Auditor General of India for such losses.
- (b) In cases of negligencies in performing duties, as stipulated herein the Annexures or as agreed in the Contract by the Contractor, the Office of the Comptroller and Auditor General of India shall be at liberty to get the maintenance or repairing work of the Water Coolers from somewhere else at the cost and risk of the Contractor and shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Comptroller and Auditor General of India.
- (c) In case the Contractor fails to attend the complaints within the same day (i.e. within 12 hours of lodging the complaint), there shall be a penalty of Rs.500/- per day / per complaint, apart from the deductions made vide sub para (b) above, for such negligencies.
- (d) The powers of the Office of the Comptroller and Auditor General of India under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.
15. **Disclaimer:** The near relatives of employees of the Office of the Comptroller and Auditor General of India are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.

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- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

33. Insolvency:

The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

17. Breach of Contract:

In case of breach of any of terms and conditions of the Contract, the Competent Authority of the office of the Comptroller and Auditor General of India shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Office of the Comptroller and Auditor General of India in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

18. **Sub-letting of Work:** The contractor shall not sublet, transfer or assign the contract or any other part thereof without the written permission of the competent authority of the office of the Comptroller and Auditor General of India. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the office of the

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Comptroller and Auditor General of India may sustain in consequence or arising out of such replacing of the contract.

19. Terms of payment:

- 19.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 19.2 Quarterly payments shall be made for the Contract and the contractor shall submit the bill at the end of each quarter in respect of previous quarter for sanction of the amount of bill and passing the bill for payment.
- 19.3 All payments shall be made by cheque only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 19.4 Office of the Comptroller and Auditor General of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- 19.5 The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

20. Certificates / Credentials:

- a. The bidder should have at least 3 years experience in maintenance of Water Coolers in Government Departments (Supporting documents from the respective Government departments should be submitted along with the quotations.)

The quantity of work / requirement being tendered, mentioned in the bidding documents is provisional and the same may vary as per the assessment of the competent authority of the office of the Comptroller and Auditor General of India.

21. **Inspection:-** The work shall also, in any case be liable to inspection by the competent authority of the office of the Comptroller and Auditor General of India after execution and any item(s) not found as per specification / quality shall be rejected and the Contractor shall have to re-execute the same at their own cost and risk and shall be liable for such rejections otherwise.

22. Contractual obligations on the part of Contractor:

- (i) The Contractor should ensure that the superior branded quality spares are used during the CAMC. In case if it is found at a later stage that sub-standard / other brand / inferior quality items supplied, necessary action will taken against the Contractor including forfeiture of the Performance Security and debarring them from quoting future bids.

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- (ii) Contractor shall ensure that mandatorily a minimum of two visits per month are paid by their Engineers for general check-up of the Water Coolers of both the buildings of this office to see that all the equipments under CAMC are working properly.
- (iii) The CAMC shall be comprehensive. It shall include cost on account of all types of repair and maintenance, all materials, consumables (such as replacement of Compressor, compressor gas, etc.) or any other consumables replacement, as per the requirements of the Water Coolers.
- (iv) The Contractor shall provide mandatorily an e-mail account in the Tender Application Form (Annexure-III) apart from the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended by the Contractor immediately within 12 hours of lodging (email or telephone), failing which penalty as prescribed in para 14, shall be imposed on the Contractor and the decision of the Competent authority of the office of the Comptroller and Auditor General of India shall be final and binding.
- (v) The Contractor shall take all safety precautions in connection with the maintenance of the Water Coolers, failing which, the office of the Comptroller and Auditor General of India shall not own any liability whatsoever.
- (vi) The repair and maintenance work in respect of all Water Coolers shall be carried out by the Contractor in the premises of the Office of the Comptroller and Auditor General of India. If however, the Water Coolers are required to be taken outside the office premises, it shall be done by the Contractor at their own risk and cost.
23. Arbitration : In the event of any dispute or differences between the firm and the this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to the construction of the terms and conditions or otherwise, the decision of the competent authority of the office of the Comptroller and Auditor General of India shall be final and binding.
24. The courts in Delhi shall have jurisdiction.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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ANNEXURE-II

SCHEDULE OF WORKS / QUOTE YOUR PRICES

Sl. No	Item Description	Quantity (Nos.)	Capacity (Ltrs)	Location	Quoted Annual Rate for each Unit (Rs.)	Quoted Annual Amount for all units (Rs.)
1.	Blue Star make Water Coolers	13		Pocket 9, Deen Dayal Upadhyay Marg, New Delhi		
2.	Blue Star make Water Coolers	9	150	10 Bahadur Shah Zafar Marg, New Delhi		
		<i>Total Annual Quoted Prices</i>				
		<i>Taxes, if any</i>				
		Total annual Contract Prices				

Note : Total Units : 80 ltrs = 13
150 ltrs = 09

- (i) Annual prices should be quoted by the Bidder.
- (ii) No correction in the amount Quarterly payments shall be made by the Contractor, as defined in the Terms of Payments (Annexure-I), failing which the bids shall be summarily rejected.
- (iii) Prices shall be valid for a period of one year and no increase in the prices shall be entertained during the currency of the Contract.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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TENDER APPLICATION FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Telephone Nos./ Mobile Nos/ Fax Nos.	
4.	E-mail	
5.	Nature of the Concern (Proprietorship/ Partnership / Limited Co./Pvt. Ltd.)	
6.	Registration No.	
7.	Whether the Bidder possess more than three years experience in the similar field in the Government Departments. If Yes, supporting document / experience certificates from the respective organizations should be attached	
8.	PAN Account No. (copy should be attached)	
9.	Service Tax No. (Copy should be attached)	
10.	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution in India.
3. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to abide by the provisions of the bidding document/contract agreement or in cases of non submission of performance guarantee or non acceptance of work order.
4. I hereby undertake to provide the services, as per direction given in the tender document/work order/contract agreement within the stipulated period, failing which I am liable to be blacklisted / debarred by the office of the CAG of India.
5. I also declare that Government of India or any other Government body /PSU/Autonomous Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.

(Signature of the Bidder)

Date :-

Place:-

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**Designation :
(Office seal of the Bidder)**