

दूरभाष/Telephone-2223251

2225766, 2224812

ACCOUNTS



फैक्स/Fax - 0612-2225977

तार/Tele- Gram:

महालेखाकार (ले० एवं ह०) का कार्यालय, बिहार, पटना
OFFICE OF THE ACCOUNTANT GENERAL (A&E), BIHAR, PATNA

No./GD/AMC of Water Purifier/23-24/ 239

Date: 05.03.2024

Notice Inviting Tender

A tender is invited on GeM Portal regarding Annual maintenance Contract for Water Purification and conditioning System vide Bid No. GEM/2024/B/4716540, dated: 01-03-2024. Additional Terms & Conditions and Scope of work is attached herewith. All Curious bidders are requested to submit their bid on GeM with complete Documents and duly filled all annexures.

- **Bid Start Date:** 01-03-2024
- **Bid End Date:** 22-03-2024 18:00:00
- **Bid Opening Date:** 22-03-2024 18:30:00

Yours Sincerely,


5/3/24

Sr. Accounts officer

Bihar, Patna



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4716540
Dated/दिनांक : 01-03-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 22-03-2024 18:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 22-03-2024 18:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Comptroller And Auditor General (cag) Of India |
| Department Name/विभाग का नाम | Na |
| Organisation Name/संगठन का नाम | Accountant General, Bihar |
| Office Name/कार्यालय का नाम | Accountant General (a&e), Patna |
| Item Category/मद केटेगरी | ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 7 to 9; PACKAGE-4 : Water purifier and conditioning system maintenance involving basic servicing, .. |
| Contract Period/अनुबंध अवधि | 1 Year(s) 1 Day(s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |

Bid Details/बिड विवरण

| | |
|---|-----------------------------|
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है | Yes |

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | No |
|---|----|

Details of the Competent Authority for MSE

| | |
|--|--|
| Name of Competent Authority | PUSHKAR KUMAR |
| Designation of Competent Authority | ACCOUNTANT GENERAL(A&E), BIHAR, PATNA |
| Office / Department / Division of Competent Authority | OFFICE OF THE ACCOUNTANT GENERAL(A&E), BIHAR, PATNA |
| CA Approval Number | 230 |
| Competent Authority Approval Date | 29-02-2024 |
| Brief Description of the Approval Granted by Competent Authority | The competent authority has accorded exemption from Purchase Preference to MSME in respect of Central Procurement of Service regarding AMC for Water Purification and conditioning System. |

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC:There are 08 water purifying system installed in this Office. Out of 08, 03 water purifying system is of 25 LPH of Kent Elite-I and rest are of 50 LPH of Kent Elite-II.

Other buyer specific requirements and details:[1709273599.pdf](#)

ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 7 To 9; PACKAGE-4 : Water Purifier And Conditioning System Maintenance Involving Basic Servicing, .. (8)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|---|
| Core | |
| Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category | Potable Water Purification System Reverse Osmosis Or UV Based |
| Vintage of water purification / conditioning System covered under the service (Yearly) | 7 to 9 |
| Type of AMC Package | PACKAGE-4 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकरी | Address/पता | Quantity | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|--|--|----------|--|
| 1 | Pankaj Kumar | 800001,Office of the Accountant General (A&E), Mahalekakar Bhavan, Bir Chand Patel Path, | 8 | N/A |

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

1. Generic

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

2. Service & Support

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

3. Service & Support

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

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---

Govt. OF INDIA

INDIAN AUDIT & ACCOUNTS DEPARTMENT

for Annual maintenance Contract for Water

Purification and conditioning system AT

ACCOUNTANT GENERAL (A&E), BIHAR,

PATNA

BIR CHAND PATEL PATH, PATNA-800 001

TENDER SCHEDULE

| | |
|---|---|
| Name of the Work | Tender for Annual maintenance Contract for Water Purification and conditioning System in this Office named “Accountant General (A&E), Bihar, Patna, Bir Chand Patel Marg-800 001. |
| Last Date & submission of Tender | As per Bid specification uploaded on GeM portal. |
| Date & Time of opening of online Tender | As per Bid specification uploaded on GeM portal. |
| Earnest Money Deposit (EMD) in required form to be sent by Post / Delivered in hand on or before the last date of submission of E Tender (Technical) | Declaration to be submitted as per Department of Expenditure Procurement Policy Division OM No. F.9/4/2020-PPD dated 12.11.2020. |
| Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder | Nil |

Note: If the tender is not opened on the specified date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

Scope of work

1. This office requires the services of reputed Agency to provide contract of AMC of PACKAGE-4:Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump.
2. This package(Package-4) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM etc where periodic change of filters, membrane, UV lamps etc as consumable are required. Further it also covers such as pump etc. However components other than water line such as compressor and other electrical parts failure occurs during the currency of AMC, the service provider shall replace it on extra charge, Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures.
3. The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during AMC Period:- (a) All Kinds of Filters (b) Pre- filter candle (compulsory change once in six month) (c) FRT (d) Thermostat (e) Transformer (f) Relay (g) Carbon filter (h) Worn out parts etc. (i) Pumps, Adapter and SMPS.(j) SV, Motor (k) PU pipe & other pipe, Union.Elbow, TEE, Connector.
4. Detailed description such as Model, Brand, Capacities etc of the assets to be covered under AMC is enclosed with Annexure-‘A’.
5. The Service Provider would carry out preventive maintenance of each machine mentioned in Appendix ‘A’ once in every months, in order to forestall any major failure of the same. Service Provider should also ensure proper cleaning of machines on quarterly basis. Failure to do so shall attract penalty at the rate mentioned at penalty clause.
6. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be effected as per requirements specified in OEM Manual and repair should be conducted as per standard accepted guidelines for the water purifier repair and as per OEM manual .
7. Water purifier is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
8. The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
9. The new parts when to be fitted is to be verified before fitting to equipment. The removed part is to be handed over to user department. In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Shall ensure that only original parts of same make/brand are used for replacement.
10. The comprehensive maintenance/ annual maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service

Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the G.D.Section.

11. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty. Service provider is to ensure that only original part of same model/brand are used for replacement. In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
12. Details of Changeable Parts of Water Purifier:-

| Sl. No. | Description of Parts | Remarks |
|---------|-------------------------------------|--|
| 01 | Sediment Filter | Once in a year or earlier if they get clogged. |
| 02 | Carbon filter | Once in a year |
| 03 | Post sediment Filter | As and When required. |
| 04 | RO Membrane & FRT | As and When required. |
| 05 | Motor, SV, SMPS (If need to change) | Changed at the time of servicing if required. |

13. Replacement of Worn-out/exhausted part, including Ultra-violet lamp, Pump, Power supply with new/rectified spares during the servicing or breakdown visits during the service contract free of cost.
14. Service provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed.

Additional Terms & Conditions for tenderer

INVITATION TO APPLICATIONS

1. This office requires the services of reputed, well established and financially sound Companies/Firms/ Agency to provide Annual

Maintenance Service for Water Purification and conditioning System in the Office of the Accountant General (A&E), Bihar, Patna.

2. The tender will be uploaded on GeM Portal only. The tender should be quoted in two bids (Technical bid & Financial bid.).
3. The firm will quote the rates inclusive of all taxes. No any type of delivery/transportation etc charges will be admissible.
4. The rates quoted shall be valid for next one year and this office has reserves the right to reduce/increase the quantity or prefer additional orders as required.
5. This office requires the services of reputed Agency to provide contract of AMC for one year. The period of the contract may be further extended or may be curtailed, terminated.

INSTRUCTIONS TO BIDDERS

1. The following documents for technical bid are required from bidder:

- (i) Copy of last three years' of the annual turnover which is 400% (as per requirements by GeM Portal) of estimated value of contract.
- (ii) Average Annual Turnover of OEM which is 400% (as per requirements by GeM Portal) of estimated value of contract.
- (iii) Only Class-I & II Local Suppliers of MII will be eligible to bid. Non Local suppliers are not eligible to participate.
- (iv) The Service Provider Should have been registered with GST in Patna.
- (v) Registration Office or one of the Branch Office of Companies/Agencies/Firms located in Patna only.
- (vi) Service Provider has minimum possess three (03) years of past experience for this purpose at Central/ State Govt. offices./autonomous body /State Central PSUs. ***Three Certificate/Work Order of last three years regarding above project is to be provided .***
- (vii) The vendor should not have been blacklisted by the Department/ Ministries of Central/ State Govt., autonomous body under state/ Central Govt., State/ Central PSUs ***(valid proof of document/ declaration to be attached).***
- (viii) Copy of PAN in respect of the firm/ individual as the case may be ;
- (ix) Copy of registration certificate of agency/firm/company for said purpose if any.

- (x) The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt, bidder to upload under taking to this effect with bid. *(Certificate to be submitted)*
 - (xi) Allow participation only from Class I & II Local suppliers as per the Public Procurement (preference to Make-in-India) order 2017 dated 16.09.2020 & provide Purchase Preference to MII according to GeM Portal. *(Make in India Certificate to be submitted)*
 - (xii) **Upload Manufacturer Authorization:** Wherever Authorized Distributors/Dealers are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with original OEM details such as name, designation, address, e-mail Id and Mobile No. required to be furnished along with bid.
 - (xiii) The OEM certificate or the valid authorization letter from the OEM for sale & support of the product quoted.
 - (xiv) The Service Provider should be authorized by the concerned brand of machines to service/ repair and to take AMC of their machine. (Valid proof of document to be attached.)
 - (xv) As Per Deptt. Of Expenditure Letter No.F-9/4/2020-PPD, Govt. of India, dated: 12-Nov-2020 instead of Bid Security/EMD the bidder are required to submit a Declaration regarding the Same.
 - (xvi) Acceptance on letter head by authorized bidder regarding technical specification mentioned in bid or Duly signed all pages of "SCOPE OF WORK & ADDITIONAL TERM & CONDITIONS FOR TENDERERS" of the Bid document as mark of acceptance.
2. The bidders are advised to attach relevant documents in support of their eligibility. If any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
 3. Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the Bid document, ATC and Corrigendum if any.
 4. AMC contractor should follow all the statutory obligations under various laws from time to time and no additional payment will be made in this regard.
 5. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm except the offered rates permitted under the contract.
 6. Service provider should maintain register indicating details of equipment/Equipment being maintained and details of rooms/place where they are placed.
 7. Service provider is required to maintain the log sheet which will include number of services provided during the contract period.

8. No transportation cost should be allowed to agency for carrying product/ consumable parts to this office & No extra payment will be made for replacement of any filter.
 9. Payment would be made strictly on availability of funds and inspection of parts by this office.
 10. Except above mentioned conditions rest all conditions applicable as per Service Level Agreement and Packages.
 11. The Service Provider shall ensure the following service norms: (a) Service Availability Timings: 0900 hours to 1800 hours (Monday to Friday), 1000 hrs to 1400 hrs (Saturday) (b) Annualized Uptimes: 95%
 12. TDS will be deducted as per Govt. of India norms.
 13. AMC contractor should follow all the statutory obligations under various laws from time to time and no additional payment will be made in this regard.
 14. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm except the offered rates permitted under the contract.
 15. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.
 16. No transportation cost should be allowed to agency for carrying product/ consumable parts to this office.
 17. The dealer/ Firm/ Agency should have full responsibility for the safe delivery of the product/consumable parts to this office.
 18. Response time ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
 19. In case resource employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource.
 20. The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
 21. Enhancement or decrease of taxes, duties or prices of components, etc, will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.
 22. In case of non compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirement, Committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice.
- (a) Penalty to be imposed if the resolution/ maintenance involving part replacement is delayed above 72 hours .
- (b) If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider/ local technician and the amount so spent can be deducted from the bill of service provider/ from his due amount.

© Penalty will be imposed in case of failure to meet the SPECIFIED uptime.

(d) The cumulative penalty cannot exceed 10 % of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

23. Successful bidder will have to ensure that adequate number of dedicated technical service personals/ engineers are designated/deployed for attending to the Service request in a time bound manner and for ensuring timely servicing/rectification of defects.
24. The selected Companies/Agencies shall also provided functional Mobile and Land Line numbers or its personnel for urgent work regarding above mentioned work.
25. While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
26. If any bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.
27. Agencies/Contractor should follow all the statutory obligations under various laws from time to time and no additional payment will be made in this regard.
28. Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the Bid document, ATC and Corrigendum if any.
29. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm except the offered rates permitted under the contract.
30. No cash payment will be paid in any case & Payment would be made strictly on availability of funds.
31. **Penalties:** As per mentioned in GeM portal/ decided by Competent Authority.
32. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.
33. During the contract period, the scope of work for which job has awarded is increased/reduced, then the payment price shall be increased/reduced on pro-rata basis by the department & this decision shall be binding.
34. In Case the contractor fails to cope with the workload or doesn't render satisfactory services or dishonors the contract in any way, the contract awarded shall be liable for cancellation/termination summarily, without assigning any reasons thereof.
35. No request for increase in the rates will be entertained during the period of supply of items. No advance payment will be made. Also, no interest will be paid on delayed payment.

36. In case of any differences the firms can be called for negotiation. This office will be the Sole Arbitrator on all matters and his decision will be binding on the bidder.
37. In case of breach of any clause of contract the firm can also be blacklisted.
38. **Force Majeure:** In the event of any unforeseen circumstances directly interfering with the supply of items arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the successful bidder shall, within 7 working days, from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days “ notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.
39. **Relaxation:** The Head of the Department reserves the right to relax any of the conditions in exceptional cases, in the best interests of this Office reserves the right to withdraw the tender in whole or in part at any stage without assigning any reason.
40. Bids will be completely analyzed and evaluated at each stage by committee.
41. Financial bids of only those bidders shall be opened who have been declared technically qualified by the Committee for further analysis or evaluation and ranking and selecting the successful bidder for placement of the contract.
42. Except mentioned conditions rest all conditions applicable as per GeM portal.
43. **Code of Integrity-** No official of a procuring entity or a bidder shall act in contravention of the codes which includes :-
 - (i) Prohibition of-
 - (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
 - (c) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process;
 - (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (e) Any financial or business transaction between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect decision of the procuring entity directly or indirectly.
 - (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
 - (g) Obstruction of any investigation or auditing of a procurement process;

- (h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
 - (ii) Disclosure of conflict of interest;
 - (iii) Disclosure by the bidder of any previous transgressions made in respect of the provision of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
44. No increase in the agreed rates shall be entertained during the period of contract.
45. Jurisdiction: Any dispute, arising out of this contract will be settled under the jurisdiction of High Court, Patna. The addressing authority will be Accountant General(A&E), Bihar, Patna.
46. **Selection/Evaluation procedure for Tender.** The bidder will be qualified only if he fulfils eligibility criteria and submits all documents required/enquired in documents for technical bid are required from bidder. The financial offer should be further evaluated to find out lowest rate item wise. The lowest item wise responsive financial bid is acceptable for final selection.
47. Corrigendum, if any issued for the Tender Document shall form part of the Tender Document. Corrigendum shall be posted on this Official website(<https://cag.gov.in/ae/bihar/en/>)/GeM Portal. Hence, agencies/companies/firms are requested to visit the website regularly and note the corrigendum/amendments to the Tender Document without fail and submit the offer accordingly. The Department is not responsible for ignorance of corrigendum.
48. In case of any clarification regarding the Tender Documents may ask through email(Office email id)/ Contact in office within one week after publishing of Tender Documents. DAG(Administration) Chamber, Office of the Accountant General(A&E), Bihar, Patna may be consulted for said purpose with valid Identity Proof.
49. The firm shall take prior permission from the undersigned /Assistant Accounts Officer/ GD for taking the machine out of the office premises for repairs and replacement of worn out parts with original one. No extra charges will paid for doing the work outside the office premises. In such cases, Transport and labour charges will be borne by the contractor.
50. The firm will prepare separate log book for above cited machine to be taken under AMC with special cleaning of the machines from outside will be carried out on monthly basis. A preventive maintenance report from the agency would be submitted to this office failing which an appropriate penalty would be imposed.
51. The rates mentioned above will not be enhanced during the period of contract in any case.
52. The payment will be made to the agency on quarterly basis after satisfactory completion of service and availability of fund.
53. Taxes may be deducted at source as per prevailing rules.

54. AMC contractor should follow all the statutory obligations under various laws from time to time and no additional payment will be made in this regard.
55. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.
56. During the contract period, the scope of work for which job has awarded is reduced, then the payment price shall be reduced on pro-rata basis by the department & this decision shall be binding.
57. This Office reserves the right to withdraw/cancel the tender any time without assigning any reason.
58. Service provider is required to maintain the log sheet which will include number of services provided during the contract period, which is duly certified by the authorized officer/Welfare Assistant.

Senior Accounts Officer/GD

Annexure-I

**(FORMAT OF BID SECURITY DECLARATION TO BE SUBMITTED ON
LETTER HEAD OF THE FIRM/AGENCY DULY STAMPED & SIGNED)**

To,
The Accountant General (A& E),
Beer Chand Patel Marg, Bihar, Patna-800 001.

BID SECURITY DECLARATION

**Bid/ Tender reference No..... of Office of
the Accountant General (A&E), Bihar, Patna.**

I/ We, the undersigned, declare that:

- 1. I/We understand that, according to existing rules/regulations, bids must be supported by a Bid Security, which is being submitted in the form of this Bid Security Declaration.**
- 2. I/We accept that:**

I/We may be blacklisted/disqualified/ debarred from bidding for any contract in any Central Government Ministry/ Department for a period of two(2) years,

If I/ We have committed any of the following actions:

(i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents;

Or

(ii) Fail or refuse to accept the award or enter into contract in accordance with the Bidding Documents after having been notified as successful bidder.

3. I/We understand that this Bid Security Declaration shall cease to be valid on the following circumstances:

(a) Upon expiration of the bid validity period;

(b) I am/ we are declared ineligible or disqualified upon receipt of your notice to such effect, and

(c) I/ We have furnished the performance security after declaration as successful bidder.

AUTHORIZED REPRESENTATIVE OF THE
FIRM
(Signature/ Stamp)

Annexure-II

Technical Bid Checklist

| Sl. No | Documents Provided details | If provided then Yes otherwise No. |
|--------|---|------------------------------------|
| 01 | Annual Turn Over (Last 03 Years)/Average Annual Turnover of OEM | |
| 02 | GST Registration letter/certificate | |
| 03 | Past Experience(Provide Work Order as documentary evidence (Especially Last 03 years documents, not absurd documents)) | |
| 04 | Blacklisted Certificate | |
| 05 | PAN CARD | |
| 06 | Registration Certificate for said purpose if any | |
| 07 | Liquidation/Court receivership or Similar proceedings/ Bankruptcy certificate | |
| 08 | Make in India Certificate | |
| 09 | Bid Security Declaration | |
| 10 | Bid Document as Mark of acceptance. | |

| | | |
|-----------|---|--|
| 11 | The Registered Office of the manpower Company/Firms/Agency should be located in Patna. | |
| 12 | Manufacturer Authorization Form/OEM Certificate | |
| 13 | Others documents | |

****Others documents (details) column, which is provided in this format for the purpose of mention additional documents/details regarding tender. Please mention details/types of documents in this column & also mention Yes/No in right Yes/No column.**

**** Please provide all documents details in file form along with marking of page number.**

****All documents uploaded by the service provider should be signed by authorized signatory.**

Yours faithfully,

Signature/Stamp of the Company/ Agency

Annexure-III

1. Name of the tendering Company/ Firm/ Agency: _____

2. Name of proprietor/ Director of the _____
Company/ Firm/ Agency

3. Full address of Reg. Office: _____

Telephone No.: _____ Fax No. _____

Email address: _____

4. PAN _____

5. GST No.: _____

6. Udhyaam Registration No.. if any : _____

7. Financial turnover of the tendering Company/ Firm/ Agency/ Caterer for the last 03 Financial Years.

| Sl.No | Financial Year | Amount (In Lakhs of Rupees) | Remarks, if any |
|-------|----------------|-----------------------------|-----------------|
| 01 | | | |
| 02 | | | |
| 03 | | | |

9. Details of last 03 years experience to Govt. Department/ Ministry/ PSU etc.

| Sl.No | Name of the office | Duration of Contract with amount of contract | Remarks, if any |
|-------|--------------------|--|-----------------|
| 01 | | | |
| 02 | | | |
| 03 | | | |

I/ We have read and understood the contents of the Tender and hereby agreed to abide by the terms and conditions contained in this Tender.

Date: _____
authorized

Signature of the
person(s) with seal

Place: _____

ANNEXURE 'A' Details of Installation of Water RO Purifier

| Sl. No. | Model | Date of Purchase | Location |
|---------|------------------------|------------------|---------------------------------------|
| 1. | Kent Elite I(25 LPH) | 26.08.14 | South side,2 nd floor |
| 2. | Kent Elite I(25 LPH) | 26.08.14 | South side,6 th floor |
| 3. | Kent Elite I(25 LPH) | March-2018 | Near Try. Section Ground floor |
| 4. | Kent Elite II (50 LPH) | August-2014 | Departmental Canteen, Ground floor |
| 5. | Kent Elite II (50 LPH) | August-2014 | North side, 2 nd floor |
| 6. | Kent Elite II (50 LPH) | 28.09.16 | North Side, 5 th floor |
| 7. | Kent Elite II (50LPH) | September-2016 | North side,3 rd floor |
| 8. | Kent Elite II (50LPH) | September-2016 | South side, 3 rd floor |