

फ़ैक्स/Fax — 0612-2225977 तार/Tele- Gram: ACCOUNTS

# महालेखाकार (ले॰ एवं ह॰) का कार्यालय,बिहार, पटना OFFICE OF THE ACCOUNTANT GENERAL (A&E), BIHAR, PATNA

No./GD/Hiring Services of CA/23-24/24/3
Date: 11/03/2024

# **Notice Inviting Tender**

A tender is invited on GeM Portal regarding **Hiring Services of Charted Accountant** vide Bid No. GEM/2024/B/4749416, dated: 07-03-2024. 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: 07-03-2024

• **Bid End Date:** 28-03-2024 18:00:00

• **Bid Opening Date:** 28-03-2024 18:30:00

Yours Sincerely,

Sr. Accounts officer

Bihar, Patna





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4749416 Dated/दिनांक : 07-03-2024

# Bid Document/ बिड दस्तावेज़

Bid I	Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-03-2024 18:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-03-2024 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	Financial Advisory Services - Onsite; Tax Advisory		
Contract Period/अनुबंध अवधि	11 Month(s) 21 Day(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)		
Years of Past Experience Required for same/similar service/उर्न्हीं/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), Additional Doc 1 (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/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		

Bid Details/बिड विवरण				
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes			

# EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

# ePBG Detail/ईपीबीजी विवरण

No

# Splitting/विभाजन

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

# MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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# 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	242
Competent Authority Approval Date	07-03-2024
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 Servicing regarding Hiring of Chartered Accountant through GeM vide orders dated: 07-03-2024

Competent Authority Approval for not opting Micro and Small Enterprises Preference : <u>View Document</u>

# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687781383574 अनुबंध तिथि Generated Date : 07-Mar-2024

#### संगठन विवरण|Organisation Details

प्ररूप|Type:

Constitutional bodies

मंत्रालय|Ministry:

Comptroller and Auditor General (CAG) of India

विभाग | Department :

संगठन का नाम | Organisation Name : Accountant General, Bihar

कार्यालय क्षेत्र|Office Zone:

Accountant General (a&e), Patna

### खरीदार विवरण|Buyer Details

पद | Designation :

AAO

संपर्क नंबर | Contact No. : ईमेल आईडी | Email ID :

pankajkumar.bih.ae@cag.gov.in

जीएसटीआईएन|GSTIN:

Office of the Accountant General (A&E), Mahalekakar

पता|Address :

Bhavan, Bir Chand Patel Path,,

PATNA, BIHAR-800001, India

### वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति]IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval:

AG(A&E), BIHAR, PATNA

AG(A&E), BIHAR, PATNA

भुगतान प्राधिकरण विवरण|Paying Authority Details

PAO

भुगतान का तरीका| Payment Mode:

Internet Banking

पद | Designation :

PAO

ईमेल आईडी | Email ID :

kumarsanjay.bih.ae@cag.gov.in

जीएसटीआईएन|GSTIN:

Office of the Accountant General (A&E), Mahalekakar

24,233.94

पता|Address:

Bhavan, Bir Chand Patel Path,, PATNA, BIHAR-800001, India

#### विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID :

कंपनी का नाम|Company Name :

5277200001184052

SATI ENTERPRISES

संपर्क नंबर|Contact No. : ईमेल आईडी|Email ID :

09835459851 Nitooadya@rediffmail.com

पता। Address :

H/O S P SINGH, NEAR PANI TANKI TAKYAPAR, PO DIGHA, DANAPUR,

Patna, BIHAR-800012. -एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-BR-26-0107738

एमएसई सामाजिक श्रेणी|MSE Social Category :

General

एमएसई लिंग श्रेणी | MSE Gender :

Female

जीएसटीआईएन|GSTIN:

10BCFPK5818Q1ZD

# \*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Buyer

# वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

	#	आइटम विवरण Item Description	आइटम विवरण  Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)  Unit Price (INR)	कर विभाजन (INR)  Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)	
		उत्पाद का नाम   Product Name : yonex Synthetic Material Badminton Shuttle Cock ब्रांड Brand : yonex						
l		ब्रांड प्रकार   Brand Type: Registered Brand						
ı	1	कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As: Reseller not verified by OEM	40					
ı		श्रेणी का नाम और चतुर्चाश  Category Name & Quadrant : Badminton Shuttle Cock as per IS 415	18	pieces	1,346.33	NA	24,233.94	
l		(Q3)						
	- 1	मॉडल Model: MAVIS 350						
		एचएसएन कोड HSN Code: HSN not specified by seller						

## परेषिती विवरण | Consignee Detail

कुल ऑर्डर मूल्य |Total Order Value (in INR)

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है  Delivery Start After	वितरण पूरा कब तक करना है  Delivery To Be Completed By
	पद  Designation : AAO ईमेल आईडी Email ID : pankajkumar.bih.ae@cag.gov.in					•

	1	संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : Office of the Accountant General (A&E), Mahalekakar	yonex Synthetic Material Badminton Shuttle Cock	18	07-Mar-2024	22-Mar-2024	
l		Bhavan, Bir Chand Patel Path,,					П
l		PATNA, BIHAR-800001, India					П

#### Product Specification for yonex Synthetic Material Badminton Shuttle Cock

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
UTILITY	Utility	Competition
	Feather Material	Synthetic Material
MATERIAL	Base	Corck covered with leather 0.5 to 0.7mm thick
	Length of Feathers ( from tip to top of the base )	62 millimeter
DIMENSONS	Diameter of Circle on which tip of feathers lie	59 millimeter
DIMENSONS	Diameter of the Base	28 millimeter
	Height of Base	78 millimeter
Mass	Mass of Shuttle Cock	4.78 gram
	Number of Feathers	16
FEATHERS	Feather Fastening	Feathers shall be fastened firmly with thread or other suitable material
PACE AND FLIGHT	Pace and Flight	As per clause 4.4 of IS 415 latest
	Product generally conforming to IS 415- 2002 latest	No
STANDARDS AND	Product confirming to International/ National Federation requirements like BWF (Badminton World Federation)/ BFI (Badminton Federation of India )	No
CERTIFICATIONS	Certification details from International/ National Federations like BWF (Badminton World Federation)/ BFI (Badminton Federation of India ) (Certification Agency and Certificate No etc.)	NA
	Date upto which certification is valid	NA
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply (hint: Applicable in case of orders placed against bid and not applicable in case of Direct Buying)	Not Applicable

হিঅপী|Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## ईपीबीजी विवरण | ePBG Detail

NA

#### नियम और शर्तें|Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

#### GOVERNMENT OF INDIA

## INDIAN AUDIT & ACCOUNTS DEPARTMENT

for Annual maintenance Contract for Hiring Services of Chartered Accountant/Cost Accountants Firm 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 Hiring Services of Chartered Accountant/Cost Accountants Firm 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	Expenditure Procurement Policy Division OM No.			
on or before the last date of submission of E	F.9/4/2020-PPD dated 12.11.2020.			
Tender (Technical)				
Performance Security Deposit / Security	Nil			
Deposit (PSD / SD) to be deposited by successful bidder				

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

E-Tender through GEM portal for Hiring Services of Chartered Accountant/Cost Accountants Firm

Annual Contract for a total period of 01 year from reputed Chartered Accountant/Cost accountant Firms who are holding Valid Registration/License for providing Tax Advisory Services.

# Tender for Hiring Services of Chartered Accountant/Cost Accountant Firms.

S.No.	Description	Rate	
01	Professional Fee for TDS 26Q Original		
02	Professional Fee for TDS 24Q Original		
03	Entry Charges for 24Q & 26Q Original	2	
04	Annual Salary Annexure, II Record Entry in Qtr. IV	16.	
05	Form 16/16A Generation & Printing		
06	Upload Fee being charged by NSDL will be charged on actual basis		
07	GST or other charges /levies as applicable will be charged in Addition to above		
ō	Professional Fee		

## A) Related to Income Tax-TDS, GST-TDS

- To ensure compliance of timely E-filing of all the returns pertaining to Income Tax-TDS, GST-TDS including E-filing of quarterly TDS returns pertaining to income tax deducted from salaries and TDS deducted from contractors. (24Q and 26Q, GST-TDS return)
- 2. Feeding of data of I-Tax deduction of employees/contractors.
- Data for filing aforesaid return will be provided by The Department through soft copy/hard copy as required.
- 4. To ensure timely generation of Form-16, 16-A. Generation of GST-TDS Challan and certificate/GSTR-7 A or any other document mandatory required under aforesaid activities.
- 5. Timely filing of correction/rectification/revision in monthly/quarterly returns in case of any incorrect entry or invalid/wrong PANs /GST Numbers or any other kind of error in any return of Income Tax-TDS, GST-TDS and GST matter.
- Appearing before the Income Tax/GST Authorities on case to case and providing a
  assistance to file reply of Notice of Income Tax-TDS, GST-TDS and GST matters as and
  when required.
- 7. Firm will suggest regarding the maintenance of books/ledgers required for Income Tax-TDS, GST-TDS and GST matters.
- 8. Total Period of the Contract will be for a period of 01 year.

- 9. The firm should have their active and fully functional office or branch in the Patna.
- 10. In this office, there are approximately tentative 630 number of regular staff for which quarterly returns is to be filed and Form 16 are to be generated after the end of the FY. Approximately 100 numbers of contractors for which quarterly returns are to be Filed And 16A in this regard generated & printed on quarterly basis.
- 11. Any other work related to Income Tax which is not explicitly mentioned in the scope of work or may be introduced by the Government due to changes in the Taxation laws etc. will form the part of the scope of work.
- 12. During the contract period, no increase whatsoever will be given other than quoted rates.
- 13. Any other work related to Income Tax as assigned by this office whether or not it pertains to the period of engagement of the firm/consultant.
- 14. Visit of the consultant/authorised staff once or more in a month (whenever required) to guide on Income Tax related matters. No TA/DA or any other allowances etc. will be paid for this.

# B) TERMS & CONDITIONS FOR SUBMISSION OF QUOTATION: -

- a) The firm should have at least 05 Years (Five Years) experience of providing similar taxation service to Govt Departments/Autonomous Bodies etc. (Please attach Proof).
- b) Turnover of firm providing such services should not be less than 05 lakh per annum for the last three years i.e. for F.Y. 2020-21,2021-22,2022-23. (Please attach Proof).
- The firm hold has their active and fully functional office or branch in the Patna (Please attach Proof). Only valid proof like GST registration certificate/Electricity bill/Landline/Broadband bill in the name of the firm will be accepted as proof. The authorised representatives of this office may visit the offices of the bidders to satisfy that a fully functional branch of the firm exists in the Patna. If after the visit it is found that a firm operates with a just a dummy/skeleton office structure or in tie-up with other firms, then such firms are liable to be rejected technically.
- d) Initially the contract will be for a period of one year which will be extendable to the 2nd year depending upon the satisfactory performance of the CA Firm.
- e) Payment will be released on quarterly basis.
- f) TDS will be deducted as per rule from the bill.
- g) An undertaking that the Agency/company/firm is not blacklisted by any Govt. Department.

- h) The competent Authority may terminate the contract of the selected firm on account of unsatisfactory service by giving a notice of one month.
- 2 Copy of CA Registration Number/Trade Certificate for carrying out aforesaid activities.
- 3. RTGS/NEFT Details of the firm.
- 4. Copies of documents in support of experience, turnover and active fully functional branch in the Patna.
- 5. Valid Address proof in the name of the firm for fully functional office in the Patna.
- 6. The quote will be treated as invalid/unresponsive, if item wise rates are quoted. Only a single lumpsum amount per month which shall remain valid for three financial years for all works as per scope of work. Firm quoting lowest overall will be treated as 'L 1. firm.

#### Note:

- a) Rates must be inclusive of all types of charges and applicable statutory taxes and levies other than GST. GST shall be refunded on production of proof of submission. If the quoted rates of two/more firms are same, then L1 firm will be decided on the basis of below mentioned criteria and order:
- b) Higher relevant experience (if both quoted rates are same)
- c) Higher turnover( if quoted rate as well as experience are same)
- d) The firm should not devise their own format or lay down any other conditions except lump sum amount. Conditional quotes are liable to be rejected.
- e) Applicable Taxes, if any, shall be paid extra, on reimbursement basis on production of receipts.
- f) The authorized officer of the firm should sign and stamp the pages of this letter and submit the complete tender/quotation may be submitted online.

# Related to Income tax

- 1. In this office are approximately 630 number of regular staff form -16 Part-A &Part-B are to be generated after the end of the FY and TDS and TDS certificate provided by soft/hard copy and 100 contractors for which quarterly return and form 16A require to generate.
- 2. E-filing of quarterly TDS 24Q/26Q returns pertaining to income tax.
- 3. feeding of data of Income tax deductions of employees/ contractors.
- 4. Filing of correction/rectification/revision in monthly/quarterly returns in case of any incorrect entry or invalid/wrong PANs number or any other kind of error in any.
- 5. Assistance to file reply of notice on income tax-TDS matters.

## **ADDITIONAL TERMS & CONDITIONS**

#### INVITATION TO APPLICATIONS

- This office requires the services of reputed, well established and financially sound Companies/Firms/ Agency to provide Full Service and Maintenance Contracts for hiring of services of Chartered Accountant / Cost Accountant firm 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 reserved 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) 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.
- (xii) 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.
- 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.
- 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.
- The selected Companies/Agencies shall also provided functional Mobile and Land Line numbers or its personnel for urgent work regarding above mentioned work.
- 5. While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
- If any bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.
- 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.

- 8. 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.
- 9. TDS will be deducted as per Govt. of India norms.
- 10. 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.
- No cash payment will be paid in any case & Payment would be made strictly on availability
  of funds.
- 12. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.
- 13. Penalties: As per mentioned in GeM portal/decided by Competent Authority.
- 14. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. In case of breach of any clause of contract the firm can also be blacklisted.
- 20. 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.

- 21. **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.
- 22. Bids will be completely analyzed and evaluated at each stage by committee.
- 23. 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.
- 24. Except mentioned conditions rest all conditions applicable as per GeM portal.
- 25. **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.
- 26. No increase in the agreed rates shall be entertained during the period of contract.
- 27. 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.

- 28. 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.
- 29. 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.
- 30. 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.
- 31. The agency will provide adequate standby machines/ systems if the problem is not solved within 48 hours.
- 32. The rates mentioned above will not be enhanced during the period of contract in any case.
- 33. The payment will be made to the agency on quarterly basis after satisfactory completion of service and availability of fund.
- 34. Taxes may be deducted at source as per prevailing rules.
- 35. 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.
- 36. The Service Provider shall ensure the following service norms: (a) Service Availability Timings: 09:30 AM to 06:00 PM (Monday to Friday), 10:00 AM to 02:00 PM (Saturday).
- 37. No extra payment/compensation whatsoever on account of natural calamity/accident.
- 38. Payment would be made strictly on availability of funds and inspection of parts by this office.
- 39. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.
- 40. Penalties: As per mentioned in Service Level Agreement And Packages.
- 41. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.

- 42. 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.
- 43. This Office reserves the right to withdraw/cancel the tender any time without assigning any reason.
- 44. Service provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed.
- 45. 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.
- 46. No increase in the agreed rates shall be entertained during the period of contract.
- 47. Rest of the term & conditions is applicable as per service level agreement and package.

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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

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

SI.	Documents Provided details	If provided then Yes
No		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.	8
12	Manufacturer Authorization Form/OEM Certificate	
13	Others documents	

<sup>\*\*</sup>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.

Yours faithfully,

Signature/Stamp of the Company/ Agency

<sup>\*\*</sup> Please provide all documents details in file form along with marking of page number.

<sup>\*\*</sup>All documents uploaded by the service provider should be signed by authorized signatory.

# Annexure-III

1. Name	e of the tendering Company/ Firm	m/ Agency:					
2. Name	e of proprietor/ Director of the _						
Com	pany/ Firm/ Agency						
3. Full a	address of Reg. Office:						
		. 1	· · · · · · · · · · · · · · · · · · ·				
Telepho	one No.:	Fax No					
Email a	ddress:						
4. PAN		·					
5. GST No.:							
	vam Registration No if any :						
7. Finai	ncial turnover of the tendering C	Company/ Firm/ Agency/ Catere	er for the last 03 Financia				
Years.							
Sl.No.	Financial Year	Amount (In Lakhs of Rupees)	Remarks, if any				
01	F						
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					
01							
02							
03							
terms a	nave read and understood the conditions contained in this T	ender.					
Date: _		Sigi	nature of the authorized person(s) with seal				
Place:							