

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No. 261/GS/40-2018

Dated : 11.09.2019

**TENDER DOCUMENT
FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
FOR R.O. WATER PURIFIER SYSTEMS**

**SR. ADMINISTRATIVE OFFICER (GS)
OFFICE OF THE COMPTROLLER AND
AUDITOR GENERAL OF INDIA
POCKET 9, DEEN DAYAL UPADHYAYA MARG,
NEW DELHI-110124.**

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No. 261/GS/40-2018

Dated : 11.09.2019

TENDER DOCUMENT FOR

*Hiring of Agency for Comprehensive Annual Maintenance Contract for
R.O. Water Purifier Systems*

TENDER NO. 261/GS/40-2018 DATED 11.9.2019

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ANNEXURE-1

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites e-bids (ONLINE TENDERS) from reputed firms for selection of agency for Comprehensive Annual Maintenance Contract for R.O. Water Purifier Systems installed in office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 BSZ Marg, New Delhi under Open Tender Enquiry Method under two bid system through Central Public Procurement Portal (CPP Portal).

The description of works is given in the tender document. The tender document floated for the purpose can only be downloaded from CPP Portal (www.eprocure.gov.in) and bids can only be submitted in online mode through the same portal (www.eprocure.gov.in). Bids submitted other than CPP Portal will not be accepted. Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	11.09.2019	1100 hours
2	Starting date of downloading tender document	11.09.2019	1100 hours
3	Starting date of submission of bid	11.09.2019	1100 hours
4	Closing date of submission of bid	09.10.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	09.10.2019	Upto 1100 hours
6	Opening date of technical bid	10.10.2019	1100 hours

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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**ANNEXURE-2
BID SUBMISSION FORM**
*(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through
CPP Portal)*

Date:

To

Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER No. 261/GS/40-2018 DATED 11.09.2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing the required services as per the details given in the tender document for the Office of the Comptroller and Auditor General of India.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government 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.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

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ANNEXURE-3

INSTRUCTIONS TO THE BIDDERS

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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1. GENERAL

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as the 'Client' invites e-bids (ONLINE TENDERS) from reputed firms under Open tender enquiry method for selection of agency for Comprehensive Annual Maintenance Contract for R.O. Water Purifier Systems installed in office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 BSZ Marg, New Delhi under Open Tender Enquiry Method under two bid system through Central Public Procurement Portal (CPP Portal).
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 The Bidder should download the tender document and upload it again at the time of submission of the tender after verification and signing with his / their DSC. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.7 For all purposes of the contract 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.
- 1.8 The number of machines tendered in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Entity** : The Bidder shall necessarily be a legally entity. A proof for supporting the legal validity of the Bidder shall be submitted online through CPP Portal.

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- b. **Financial Capacity:** The bidders should be a profit making firm for the last three financial year (2015-16, 2016-17 and 2017-18). Relevant proof for supporting the above shall be submitted online through CPP Portal.
- c. The Bidder shall be registered with the Income Tax, GST. Relevant proof in support shall be submitted online through CPP Portal
- d. **Experience:** The bidder should have at least 3 years experience in CAMC of R.O. Water Purifier Systems.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies, Proprietorship Deed, Partnership Deed shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets alongwith Income Tax Return for the completed three financial year i.e. for (2015-16, 2016-17, 2017-18) shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of PAN, GST Registration Copy shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work order /experience certificate issued by the respective organization shall only be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs.25,000/-** (Rupees Twenty five thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must 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, Office of the Comptroller and Auditor General of India payable at New Delhi.**
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2 of Annexure 3.
- 3.4 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 shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions

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thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 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.
- 3.8 **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to execute the order in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - (d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-TENDER IN CPP PORTAL

- 5.1 The tender document, along with terms and conditions, has been uploaded on www.eprocure.gov.in (CPP Portal). The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through CPP Portal electronically using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two Bid system i.e. Technical bids and financial bids in the standard formats prescribed in the Technical document, through CPP Portal displayed on www.eprocure.gov.in.
- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in Clause 6 of Annexure 3 of the Tender document on www.eprocure.gov.in in support of their Technical bids. The bidder should sign and stamp on all statements, documents etc. uploaded by them, owning responsibility for their correctness/authenticity.
- 5.4 The Bidders are also required to submit earnest money deposit and affidavits in original as mentioned in Clause 6 of Annexure 3 of the tender document in a sealed envelope superscribed "Tender for Comprehensive AMC of R.O. Water Purifier Systems" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.

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- 5.5 The Bidder should upload the financial bids as per the instructions contained in Clause 7 of Annexure 3 of the tender document on CPP Portal at www.eprocure.gov.in.
- 5.6 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 8 of Annexure 3 of tender document.
- 5.7 The important dates are mentioned in clause 8 of Annexure 3 of the tender document.

6. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through CPP Portal. The following documents shall comprise Technical Bid:-

- a. **Annexure-2** : The Bidder shall be required to print "Bid Submission Form' as per Annexure-2 on Company's letterhead, sign, stamp, scan and upload it online with the Bid in CPP Portal.
- b. **Annexure-9**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-9 to the effect of acceptance of the terms and conditions of the tender document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- c. **Annexure 10** : The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that non of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- d. **Annexure 8 : Technical Bid Form**: The Bidder shall be required to sign, stamp and scan and upload the Technical Bid Form as per Annexure 8 in CPP Portal.
- e. **Tender Document** : The Bidder shall be required to download the tender document and upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- f. **Earnest Money Deposit** : A scanned copy of earnest money deposit or exemption certificate should be uploaded through CPP Portal as per clause 3 of Annexure-3 of the tender document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 3 of Annexure-3.
- g. **Documents in support of Minimum Eligibility Criteria** : The Bidder shall be required to upload each of the document online through CPP Portal as mentioned in Clause 2.1 of Annexure-3 of the Tender Document in support of their fulfillment of minimum eligibility criteria.

7. FINANCIAL BID:

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- 7.1 The Bidder shall be required to submit their Financial Bid in a single consolidated statement "Bill of Quantity (BoQ)" template which is available on the CPP Portal. The e-Procurement Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template provided in the CPP Portal.
- 7.2 The Bidder should quote rates for each and every items in terms of per unit charges only in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the items, the bid will not be valid and hence the same will be rejected.
- 7.3 The rates quoted shall be firm and final. The price should be inclusive of all i.e., cost of repair, maintenance, spare items required during the period and all other applicable taxes and duties except GST, if any. Rate of GST, may be mentioned separately as it will be reimbursed to the firm at the prevailing rate.
- 7.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	11.09.2019	1100 hours
2	Starting date of downloading tender document	11.09.2019	1100 hours
3	Starting date of submission of bid	11.09.2019	1100 hours
4	Closing date of submission of bid	09.10.2019	1100 hours
5	Closing date & time for submission of original EMD, affidavit and other documents	09.10.2019	Upto 1100 hours
6	Opening date of technical bid	10.10.2019	1100 hours

9. TECHNICAL BID OPENING PROCEDURE

- 9.1 The technical bids shall be opened online by a committee of the officers constituted by the competent authority for the purpose at the time and date as specified in the tender document.
- 9.2 A letter of authorization shall be submitted by the Bidder's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 9.4 After opening of the Technical Bids in CPP Portal, all documents uploaded by the Bidders in their Technical Bid shall be downloaded for detailed verification. The documents submitted by the Bidder in support of their minimum eligibility criteria alongwith EMD shall be examined in detail in accordance with the terms and conditions of the tender document.

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10. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 10.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 10.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1 of Annexure-3.

11. TECHNICAL BID EVALUATION

- 11.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 11.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, stamped, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-2 in the prescribed format in CPP Portal.
 - (ii) That the Bidder has signed, stamped, scanned and uploaded the Technical Bid Form as per Annexure 8 in the prescribed format in CPP Portal.
 - (iii) That the Bidder has signed, stamped, scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in CPP Portal
 - (iv) That the Bidder has signed, stamped, scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in CPP Portal.
 - (v) That the Bidder has uploaded the tender document with DSC in CPP Portal in support of their acceptance of the terms and conditions of the tender document.
 - (vi) That copy of Earnest Money Deposit is scanned and uploaded in CPP Portal. The original of the EMD should be submitted by the Bidder as per the timelines specified in the tender document.
 - (vii) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 3 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-3.
- 11.3 The original of Earnest Money Deposit, Annexure-9 and Annexure-10 should be delivered by the Bidder in an enveloped superscribed "Tender for Comprehensive AMC of R.O. Water Purifier Systems" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 11.4 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 8 of Annexure 3 of tender document.

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- 11.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document shall be rejected.
- 11.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the Financial Bid opening in written communication.

12. FINANCIAL BID OPENING PROCEDURE

- 12.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 12.2 All the qualified bidders/their authorized representatives whose choose to be present at the time of opening of the Financial Bids shall be required to produce authority letter.
- 12.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

13. DETERMINATION OF THE SUCCESSFUL BIDDER

- 13.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price subject to arithmetical correction, shall be deemed as the successful Bidder.
- 13.2 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turn over of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.

14. RIGHT OF ACCEPTANCE:

- 14.1 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 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.
- 14.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 14.3 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 shall be binding on the bidders.

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- 14.4 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 any other outside agency.
- 14.5 The office of the Comptroller and Auditor General of India shall terminate the Contract if it is found that the Contractor was black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. In such case, the Contractor is also liable to be blacklisted by the Client.

15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 15.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within 7 days after opening of the eligible financial Bids.
- 15.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within 7 days, on award of contract to the Successful bidder.
- 15.3 The Earnest money deposit of all the bidders shall be returned in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 15.4 No interest shall be paid on Earnest Money Deposit.

16. CURRENCIES OF BID AND PAYMENTS

- 16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. MISCELLANEOUS

- 17.1 It will be imperative on each bidder to fully acquaint of all the local conditions and factors which would have effect on the performance of the work and its cost.
- 17.2 During the validity of this bid or during the extended period, if any, if the bidder provides the same or equivalent services to any other Department/Organisation in India at a price lower than the price fixed for CAG's office, the bidder shall automatically pass on the benefits to CAG's office, failing which the contractor is liable to be terminated and the Contractor is liable to be black-listed.
- 17.3 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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ANNEXURE-4

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word "Party" means the Successful Bidder and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work order has been awarded.

2 CONFIDENTIALITY

2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

3. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’

3.1 After determining the successful bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

3.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

4. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

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- 4.1 The successful bidder within five days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Pay and Accounts Officer, Office of the Comptroller and Auditor General of India, New Delhi, payable at New Delhi.
- 4.2 The Bank Guarantee shall 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 term/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The Contractor is also liable to be blacklisted by the Client in such cases. 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 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 shall 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, cost 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 Client, which may have been issued to the contractor

5. INSOLVENCY

- 5.1 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 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 convenience 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 shall make an order for the liquidation of the affairs or a receiver of 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 contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any

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right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

6. GENERAL TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

- 6.1 The Comprehensive AMC contract shall be comprehensive and it shall include cost on account of all types of repairs, maintenance, replacement of all part(s)/ spares, consumables, and any other part of R.O. Water Purifier Systems as per the requirements of the R.O. Water Purifier Systems.
- 6.2 The Contractor shall ensure that the superior branded quality, **only authorized by the respective brand /OEM are** used during the Contract period for replacement of parts, spares or consumables. 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 Security Deposit and debarring them from quoting future bids. In such cases, penalties as per provisions of the contract shall also be imposed by the Client on the Contractor.
- 6.3 Contractor shall ensure one visit of Resident Engineer mandatorily in the Client office on a daily basis for the period of the contract.
- 6.4 The Contractor shall provide details like e-mail account and the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended and rectified by the Contractor immediately within 12 hours of lodging (email or telephone), failing which penalty as prescribed in the tender document, 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.
- 6.5 The Contractor shall take all safety precautions in connection with the maintenance of the R.O. Water Purifier Systems, failing which, the office of the Comptroller and Auditor General of India shall not own any liability whatsoever.
- 6.6 The repair and maintenance work in respect of all the R.O. Water Purifier Systems of both the buildings shall be carried out by the Contractor in the premises of the Office of the Comptroller and Auditor General of India. If however, the R.O. Water Purifier Systems or any parts are required to be taken outside the office premises, it shall be done by the Contractor at their own risk and cost.
- 6.7 The Contractor shall be required to ensure one visit of Resident Engineers (REs) on a daily basis in the Client's premises during the currency of the contract. The prices quoted by the Contractor in the bid shall be inclusive of the RE's charges.
- 6.8 It shall be the duty of the Contractor to attend the complaints on the spot of the respective R.O. Water Purifier System. The Contractor shall also be required to attend to the complaints on Sundays and holiday and work beyond office hours in case the situation warrants so.
- 6.9 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed then the Contractor will be liable to be penalised. The Client reserves the right to impose a penalty at his discretion from 1% to a maximum of 10% of the order value. In such cases, Client reserves the right to the termination of the contract without any advance notice and the firm will be black-listed.

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- 6.10 CAMC bills will be accepted and admitted only after satisfactorily completion of the quarter.
- 6.11 The Contractor entrusted with Client's CAMC shall execute the work in the most business-like manner maintaining optimum and high standards in all respects, without any compromise at any stage of execution.
- 6.12 The Contractor shall inspect all the R.O. Water Purifier Systems as specified in Schedule of Works and Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) listed out and brought to the notice of the undersigned within 7 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipments of this office in perfectly working condition. The Contractor shall hand over the R.O. Water Purifier Systems of this office in working condition on the expiry of the Contract.
- 6.13 The damage caused, if any, either to the equipments or to any other property of the Government through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the Government on this account shall be made good by the Contractor and decision of the Client in this context shall be binding on the Contractor.
- 6.14 If the Contractor fails to cope with the workload or does not render satisfactory services, the Contractor shall be charged with the penalties as specified herein the tender document.
- 6.15 The Contractor shall execute and maintain the R.O. Water Purifier Systems of the Client in accordance with the Scope of Work and Schedule of Requirements specified in Section 6 of the Tender Document.
- 6.16 In addition any and all other guarantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
- 6.17 The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangements at his own cost for the storage at Client's premises.
- 6.18 The Contract shall be comprehensive and it shall include works on account of all repair and maintenance and replacement of all spares / parts for all types of R.O. Water Purifier Systems as listed in the Schedule of Requirements.

7. CONTRACTOR'S LIABILITY

- 7.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor.
- 7.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 7.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;

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- 7.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Contract to the Client.
- 7.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

8. PAYMENTS

- 8.1 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.
- 8.2 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.
- 8.3 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 8.4 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.
- 8.5 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.
- 8.6 The Contract cost shall final and binding. No price escalation shall be entertained by the Client on any account whatsoever.
- 8.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

9. PENALTY

- 9.1 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.
- 9.2 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 / replacement of consumables / spares of the R.O. Water Purifier Systems 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

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the credit of the Office of the Comptroller and Auditor General of India.

- 9.3 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.
- 9.4 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 performance security deposit.

10. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

10. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 10.1 the date of commencement of the event of Force Majeure;
- 10.2 the nature and extent of the event of Force Majeure;
- 10.3 the estimated Force Majeure Period,
- 10.4 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 10.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 10.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

11. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 11.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the

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Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

- 11.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

12. VALIDITY OF CONTRACT

- 12.1 The contract, 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 shall 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 to a maximum of two more years, at the sole discretion of the office of the Comptroller and Auditor General of India.

13. TERMINATION

- 13.1 This Contract may be terminated by the Client in case the Contractor is found in material breach of its obligations under this Contract Agreement. In the event of breach of the terms and conditions of the contract, the contract shall be terminated and nothing shall be payable by the Client. The Client shall also blacklist the Contractor and forfeit the performance security for the breach of terms and conditions of the Contract by the Contractor.

14. DISCLAIMER

The relatives / near relatives of employees of the Client 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 spouse.
- (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)

15. CORRUPT OR FRAUDULENT PRACTICES

- 15.1 The Contractors shall observe the highest standard of ethics during the procurement and execution of the contract.

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- 15.2 CAG's office shall reject a proposal for CAMC of R.O. Water Purifier systems, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.3 CAG's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 15.4 CAG's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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ANNEXURE-4-A

SPECIAL CONDITIONS OF CONTRACT

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1. GENERAL:

- 1.0 Special conditions of contract shall be read in conjunction with the general conditions of contract, Schedule of Requirements and any other document forming part of this contract wherever the context so requires.
- 1.1 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2 Where, it is mentioned in the Schedule of Requirements that the contractor shall perform certain work for completing the job in totality or provide certain facilities, it is understood that the contractor shall do so at his own cost and the contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.3 The intending bidders shall be deemed to have visited the site and gone through the General conditions of Contract. Non familiarity with site conditions and unawareness of General Conditions of contract shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the Schedule of Requirements.
- 1.4 The Contractor shall provide mandatorily an email account while bidding for lodging complaints.
- 1.5 The Contractor shall be responsible for payment of wages/ settlement of dues (EPF/ESIC/Bonus/any other) with worker engaged by the Contractor as per prevailing labour/ wage laws applicable to the NCT of Delhi and this office shall not be a party to any dispute between the Contractor and workers.
- 1.6 The Contractor shall arrange to get the character and antecedents of workers verified from Police authorities before their deployment and their full particulars shall be furnished to this office for the purpose of entry passes. Entry passes will be issued by this office on production of Identity Cards issued by the Contractor to his workers.
2. **CONTRACTOR'S SCOPE OF SUPPLY:** All material, spares, manpower, consumables, tools& tackles , transportation of manpower and material to various sites required for the completion of the work are in the scope of the contractor.
 - 2.1 The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of Client or his authorized representative.
 - 2.2 The contractor will attend to the complaints and breakdowns promptly at these locations as and when intimated by the Client through email/fax/telephone.

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2.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs.

3. MOBILIZATION ADVANCE

3.1. No Mobilization advance is payable to the contractor under this contract

4. NO DAMAGE TO INSTALLATIONS & ADJACENT LAND

4.1. Contractor shall ensure that during the progress of the work no damage shall occur to installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.

5. SAFETY PRACTICES

5.1. Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, public and properties at work site/plant premises /residential premises/public places.

6. INSURANCE & LIABILITIES

6.1 The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act (s) and liability (s).

1. Employees State Insurance Act.
2. Workmen compensation & employers liability insurance.
3. Any other insurance required under law or regulations.
4. Accident or injury to workmen.
5. Damages to Client's property or to any person or any third party.

6.2 The contractor shall indemnify and keeps the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damages arising under or by reason of this agreement or execution of contract.

7. COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):

7.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the work within the stipulated period, as defined by the Client, unless such failure is due to Force Majure or due to Owners defaults, the CONTRACTOR shall pay to the OWNER, by way of compensation for delay and not as penalty, a sum to be calculated as per details given below:

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- 7.2 If the contractor fails to mobilize at site / report for work within a period of one week, the liquidated damages will be computed @ 0.5 % for the delay per week or part thereof Subject to a maximum of 5% (Five percent) of the VALUE OF CONTRACT.
- 7.3 If monthly/half yearly servicing/breakdowns had not been completed within the time period of the activity, the liquidated damages will be computed @ 1% of the corresponding rate in the CONTRACT for the delay per week or part thereof Subject to a maximum of 5% (Five percent) of the VALUE OF CONTRACT.
- 7.4 If the spare/consumables of any unit have not been replaced within the same day, the liquidated damages will be computed @ 1.0 % of the corresponding rate in the contract for delay per week or part thereof, subject to a maximum of 5% (five percent) of the VALUE OF CONTRACT.
- 7.5 In case of delay in attending to the regular service / breakdown calls by the Resident Engineer / Contractor beyond 04 hours, a penalty of Rs.500/- per 12 hours or part thereof shall be imposed by the Client on the Contractor subject to maximum of 10 % of the Value of Contract.
- 7.6 The decision of Client in regard to applicability of compensation for delay shall be final and binding on the CONTRACTOR.
- 7.8 All sums payable by way of compensations under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained and shall be recovered from the Bills preferred by the Contractor.
- 8. COMPLIANCE WITH LABOUR LAWS:**
- 8.1 The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and BY-LAWS of both Central & State Govt. and all other local authorities. The contractor shall keep the owner harmless and indemnified in respect thereof.
- 9. SAFETY PRACTICES:**
- 9.1 The contractor shall abide by all the prevailing safety rules and regulations. The contractor shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc.

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ANNEXURE-5

SCHEDULE OF WORKS/ REQUIREMENTS

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1. INTRODUCTION:

- 1.1 R.O. Water Purifier systems have been installed in different floors of Client's premises at 10 Bahadur Shah Zafar Marg, New Delhi and at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi. The details quantity (Bill of Quantity) of all the R.O. Water Purifier Systems is as under:

Sl. No.	Description of R.O. Water Purifier systems	Tentative Quantity (Nos.)
(i)	Eureka Forbes-100 LPH	02
(ii)	Eureka Forbes-50 LPH	19
(iii)	Ion Exchange-25 LPH	01
(iv)	Eureka Forbes-25 LPH	01

The quantities as stated above are tentative and are subject to change at the sole discretion of the competent authority of the Client.

2. COMPREHENSIVE CONTRACT:

- 2.1 The term 'Comprehensive Annual Maintenance Contract' (CAMC) shall include cost on account of all repair and maintenance of all the R.O. Water Purifier Systems, replacement of spare parts / mechanical /consumable parts thereof during the currency of the contract at the exclusive risk, responsibility and cost of the Contractor. In brief, the department shall not bear any cost for anything whatsoever after the R.O. Water Purifier Systems units have been handed over to the Contractor for maintenance.

3. GENERAL INSTRUCTIONS FOR MAINTNENCE/SERVICE:

- 3.1 The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of the Client.
- 3.2 The contractor will attend to the complaints and breakdowns promptly as and when required.
- 3.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs even after office hours.
- 3.4 The contractor will make arrangement for all necessary tools, tackles and equipments for carrying out the above service contract.
- 3.5 The spare parts supplied by the contractor should be brand new /original one and from the reputed manufacturers / sources to ensure satisfactory performance. Used /repaired spare parts will not be accepted. Before using any spare, the same should be shown and

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got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.

- 3.6 Contractor will perform the leak test and ensure that there is no leakage and submit weekly TDS report.
- 3.7 The technician deputed for the job shall be skilled and have sufficient experience.
- 3.8 All parts like consumables, and any other spares shall have performance guarantee for at least 03 months.

4. MONTHLY & HALF YEARLY SERVICING:

- 4.1 CAMC of R.O. Water Purifier Systems includes servicing of R.O. Water Purifier Systems monthly and half yearly as per the activities mentioned below (Dry Service-monthly and wet service-half yearly) and attending breakdowns whenever required.
- 4.2 The contractor will carry out servicing of R.O. Water Purifier Systems, once a month at all stations as mentioned above, and will ensure smooth running of all R.O. Water Purifier Systems. The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.
- 4.3 The maintenance / servicing shall be planned in consultation with the Client.
- 4.4 The work shall be carried out as per the best engineering practices and to the satisfaction of Client.

5. REPAIRING OF R.O. WATER PURIFIER SYSTEMS`:

- 5.1 In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources, faulty unit will be handed over to the contractor / its representative against acknowledgement as per prevailing procedures of the Client. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative.

6 ATTENDING OF BREAKDOWN:

- 6.1 Any breakdown call given by the Client's representatives shall be attended immediately by the Resident Engineer. In case contractor's Resident Engineer fails to attend the call within the stipulated / specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.

7. PERFORMA FOR MONTHLY / HALF YEARLY MAINTENANCE:

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7.1 A general Performa for periodic monthly service and HALF yearly servicing shall be provided to the Contractor. The contractor will carry out the work as per Performa for necessary records & payment. The contractor will undertake any other service as may be required for effective performance of the cooling appliances without any extra cost except for provisions in the contract.

8. REGISTER OF STOCK / SERVICE

8.1 The Contractor / Resident Engineer of the Contractor shall maintain Stock records of the spares for immediate requirements for replacing on being found faulty in any of the units. The stock register shall be prepared in consultation with the Client.

8.2 The Contractor / Resident Engineer of the Contractor shall prepare a register of Complaints / Service Register in consultation with the Client and the same shall be produced to the competent authority of the Client fortnightly.

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ANNEXURE-6

PRICE BID

QUOTE YOUR PRICES

Sl. No.	Capacity of and Description of R.O. Water Purifier System		Comprehensive Annual maintenance Charges		
	Capacity	Type	Quoted prices per unit per year	No. of Units	Total Quoted Amount
1.	100 LPH	Eureka Forbes R.O. Water Purifier		02	
2.	50 LPH	Eureka Forbes R.O. Water Purifier		19	
3.	25 LPH	Ion Exchange R.O. Water Purifier		01	
4.	25 LPH	Eureka Forbes R.O. Water Purifier		01	
Total Bid price for CAMC of R.O. Water Purifier System					

- The prices should be quoted only in the BoQ template provided in CPP Portal.**
- The prices should be exclusive of GST/Taxes

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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**ANNEXURE-7
BID SECURITY FORM
(To be used for EMD in case submitted by Bank Guarantee)**

No..... Date.....
To

**Director (Personnel),.....(hereinafter called “The Owner”)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for Comprehensive AMC/FASMA under Tender No...../GS/..... dated KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs 25,000/- (Rupees Twenty five thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 90 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

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NEW DELHI**

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Dated : 11.09.2019

**ANNEXURE-8
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number
.....
.....
16. Permanent Income Tax number, Income Tax circle
17. GST No.
18. Particulars of EMD
 - i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....

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- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

Details of Uploaded Documents

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Annexure-2	Yes/No
7.	Annexure-8	Yes/No
8.	Annexure-9	Yes/No
9.	Annexure-10	Yes/No

Dated Signature of Bidder with Stamp.....

Name of the Bidder.....

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ANNEXURE-9

UNDERTAKING

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).

A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard copy should be delivered alongwith other documents as per the timelines of the tender document.

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That 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 are the lowest rates as quoted in any other institution in India.
3. That 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 submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-10

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard
copy should be delivered alongwith other documents as per the timelines of the
tender document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in CAG'S OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CAG'S office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-11
PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for Comprehensive AMC/FASMA (“**CAMC/FASMA**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur,

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reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding *[figure of Guaranteed Amount to be inserted here]*.....
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

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- (ix) Unless a Demand under this bank guarantee is filed within the stipulated period from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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ANNEXURE-12

(Letter of Authorisation for attending Bid Opening)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening (Technical and Financial))

To

The Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in
the Tender No. _____ .

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder)
in order of preference given below.

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received