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

No.GD/AMC of CCTV/2024-25/ 21
Date: 14/05/2024

Notice Inviting Tender

A tender is invited on GeM Portal regarding AMC of CCTV vide Bid No. GEM/2024/B/4940356 dated 14/05/2024. Additional term & conditions and Scope of work is attached herewith. All curious bidder are requested to submit their bid on GeM with complete documents and duly filled all annexures.

Bid start Date	14-05-2024
Bid End Date:	04-06-2024 18:00:00
Bid Opening Date	04-06-2024 18:30:00


Sr. Accounts Officer
Bihar, Patna
14/5/24





Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4940356
Dated/दिनांक : 14-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-06-2024 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 केटगरी	AMC of Integrated Security and Surveillance System - Facility/Asset Protection, Monitor Operations, Employee Safety, Vandalism Deterrence, Parking Lots, Public Safety, Vehicle Management; Comprehensive; Hardware, Software; Consumables to be provided ..
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

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

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1715661229.pdf](#)

Payment Terms:[1715661234.pdf](#)

Details of the Premises/Layout:[1715661251.pdf](#)

List of Consumable required, incase of Non Comprehensive Service:[1715661268.pdf](#)

AMC Of Integrated Security And Surveillance System - Facility/Asset Protection, Monitor Operations, Employee Safety, Vandalism Deterrence, Parking Lots, Public Safety, Vehicle Management; Comprehensive; Hardware, Software; Consumables To Be Provided .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
ISS Components	Facility/Asset Protection , Monitor Operations , Employee Safety , Vandalism Deterrence , Parking Lots , Public Safety , Vehicle Management
AMC Type	Comprehensive
Components to be covered under AMC	Hardware , Software
Cost for Consumables Materials	Consumables to be provided by Service Provider (included in the contract cost)
Type of Premises	OFFICE PREMISES
Control Unit Type	Control Room
Preventive Maintenance	Depending upon the system as mentioned in the Scope of work
Data Backup and Recovery Required	Yes
Event Analysis & Critical Reporting	Incident Analysis & Reporting , Event Analysis& Reporting
Manpower (Technical Support Engineer / Resident Engineer) Deployment	Field Location

Specification	Values
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
No. of Locations for manpower deployment	08
No. of manpower required per location	02

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

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

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

1. Generic

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

2. Service & Support

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

3. Service & Support

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

4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

5. Certificates

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

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

GOVT. OF INDIA

INDIAN AUDIT & ACCOUNTS DEPARTMENT

FOR ANNUAL MAINTENANCE CONTRACT FOR CCTV

SYSTEM AT ACCOUNTANT GENERAL (A&E), BIHAR,

PATNA

BIR CHAND PATEL PATH, PATNA-800 001

TENDER SCHEDULE

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

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

SCOPE OF WORK

1. Bid for Comprehensive Annual Maintenance Contract of CCTV system which is required at different floors in O/o The Accountant General (A&E), Bihar, Patna, Birchand Patel Marg, Patna.
2. Proposed locations are given below:-

Sl.No.	Description of Proposed locations	Qty.
1.	The Main entrance of this office	1
2.	Grievance Cell, Ground Floor	1
3.	At ground floor covering lift and staircases& canteen gate	2
4.	At 2 nd floor covering lift /staircases &ITS server	4
5.	At 3 rd floor covering lift & staircases	4
6.	At 4 th floor covering lift & staircases.	1
7.	At 5 th floor covering lift & staircases.	1
8.	At 6 th floor covering lift & staircases	1
Total		15

Sl.No.	Description (for Office Premises & Canteen)	Quantity
1.	NVR 16 CH H.265+2HDD PRO Series Support up to 5MP	02, 16 Channel
2.	Camera	Bullet-04 Dome-11
3.	10 AMP 12 V Power Supply	4
4.	Network Switch	3 (08 Ports)
5.	Supply & Laying of Cat 6 Cable	1400-1500 Mtr.
6.	Hard disk	01-(4TB)
7.	DVR (In canteen)	01, 04 Channel
8.	10 AMP 12 V Power Supply	01
9.	HD Camera	03
10.	Cable	100 mtr.-3+1 Cable.

11.	Hard disk	01 TB
12.	UPS	1Kva

3. 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.
4. The main objective of AMC is that the entire CCTV system is to be functional 24*7*365 days without any interruption. The Contractor shall attend periodical(Monthly) servicing and preventive maintenance as per relevant standards and practices as stipulated in GEM portal to maintain the CCTV system without any interruption.

The following works to be done on daily basis and the details shall be maintained in separate registers:

- Visual inspection of all major CCTV components including cabling & connections where accessible for signs of deterioration or damage.
- Check all CCTV control equipment (Monitors, DVR, etc.)
- Check and clean cameras, lenses and housings as necessary.
- Check pictures for correct field of view and adjust as necessary.
- Check and test remote signaling equipment (where fitted)
- Check recording and playback quality.
- Repair minor faults where necessary.
- Train the users on the use of the CCTV system (if required)
- To ensure back-up system/component is serviceable at all the time. Also, whenever asked, the agency should facilitate back-up in external memory device.
- The CCTV system should be on operational status on the day of completion of CAMC period.
- Fault/unserviceability of any component is to be rectified within minimum

- 5
- possible time with good quality of component/items.
5. The contract shall be comprehensive basis, inclusive of repairs and replacement of spare without any extra charge. It would include Preventive maintenance service(PMS), Annual Maintenance service & Break down service(BDS). The scope of Annual Comprehensive maintenance service covers upkeep & smooth working of the equipment as per the agreement documents.
 6. Any defective part of the equipment must be repaired/replaced by the service provider at his own cost under comprehensive AMC.
 7. Parts to be replaced should be new and genuine as per contract.
 8. All maintenance work has to be carried in office premises. No carriage charges would be payable if the items are unserviceable at office premises.
 9. TDS will be deducted as per Govt. of India norms.
 10. 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).
 11. 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.
 12. Payment would be made strictly on availability of funds and inspection of parts by this office.
 13. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.
 14. Penalties: As per mentioned in Service Level Agreement And Packages.
 15. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.
 16. During the contract period, the scope of work for which job has awarded is reduced/increased, then the payment price shall be reduced/increased on pro-rata basis by the department & this decision shall be binding.
 17. This Office reserves the right to withdraw/cancel the tender any time without assigning any reason.
 18. Service provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed.

19. Service provider is required to maintain the log sheet which will include number of services provided during the contract period, which is duly certified by the authorized officer/Welfare Assistant.
20. No increase in the agreed rates shall be entertained during the period of contract.
21. Rest of the term & conditions is applicable as per service level agreement and package.
22. The contractor/supplier shall not be at liberty to offer his terms and conditions concerning the mentioned work that means the contractor/supplier cannot deviate from the terms and conditions given herein.
23. No extra payment will be made for carrying the goods to this office.
24. This office shall impose a penalty on the furnished bills if the work of the contractor is found to be unsatisfactory or deficient. The penalty will be the amount rendered by this office to set the deficiency corrected at market rate as well as 5% of the contract amount. The penalty will be imposed if the work not finish in stipulated dates of completion i.e. 20 working days from the award of the contract. If the agency is not in a position to complete the work within time, The agency must inform this office in writing with valid reasons so that necessary action of time extension may be accorded to the agency.



**Sr. Accounts Officer
Bihar, Patna**

ADDITIONAL TERMS & CONDITIONS

INVITATION TO APPLICATIONS

1. Bids are invited for Annual maintenance Contract for CCTV System from the authorized agency/company/firms in the Office of the Accountant General (A&E), Bihar, Patna.
2. The tender will be uploaded on GeM Portal only. The tender should be quoted in two bids (Technical bid & Financial bid.).
3. The firm will quote the rates inclusive of all taxes. No any type of delivery/transportation etc charges will be admissible.
4. The rates quoted shall be valid for next one year and this office has reserves the right to reduce/increase the quantity or prefer additional orders as required.
5. The bidder should have their registered office or branch in Bihar (Patna).
6. Conditional tenders shall not be accepted.
7. The complaints are registered with the firm in writing or on phone. The faults should be rectified by the same day(as soon as possible) or As per GeM Norms.
8. Any breakdown in the system should be rectified within 24 hours of registering the complaint. In case of failure penalties as per GeM or Competent authority.
9. The technical person (s) must have an identity card and must wear it while on duty in this office.
10. The technical person shall make his entry in the entry register kept in GD Section.
11. The bidders are advised to visit the office during any working days to check the CCTV system.

12. The office reserves the right to accept or reject any tender/all tenders in full or in part without assigning any reason whatsoever.
13. The Contractor shall indemnify this office against any liability for compensation due to injury to his own workmen/engineer or to others person inside the office premises while executing the contract and for any damage to the property.
14. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.
15. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
16. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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 as per requirements by GeM Portal of estimated value of contract. (Exemption given in case of MSME & Start up)
*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.
- (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. (Exemption given in case of MSME & Start up) *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.
- (vii) The vendor should not have been blacklisted by the Department/ Ministries of Central/ State Govt., autonomous body under state/ Central Govt., State/ Central PSUs (***valid proof of document/ declaration to be attached***).

- (viii) Copy of PAN in respect of the firm/ individual as the case may be ;
- (ix) Copy of registration certificate of agency/firm/company for said purpose if any.
- (x) The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt, bidder to upload under taking to this effect with bid. ***(Certificate to be submitted)***
- (xi) Allow participation only from Class I & II Local suppliers as per the Public Procurement (preference to Make-in-India) order 2017 dated 16.09.2020 & provide Purchase Preference to MII according to GeM Portal. ***(Make in India Certificate to be submitted)***
- (xii) 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.
- (xiii) Acceptance on letter head by authorized bidder regarding technical specification mentioned in bid or Duly signed all pages of "SCOPE OF WORK & ADDITIONAL TERM & CONDITIONS FOR TENDERERS" of the Bid document as mark of acceptance.

2. The bidders are advised to attach relevant documents in support of their eligibility. If any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.

3. The selected Companies/Agencies shall also provided functional Mobile and Land Line numbers or its personnel for urgent work regarding above mentioned work.
4. While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
5. If any bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.
6. 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.
7. 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.
8. TDS will be deducted as per Govt. of India norms.
9. 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.
- 10.No cash payment will be paid in any case & Payment would be made strictly on availability of funds.
- 11.The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.
- 12.**Penalties:** As per mentioned in GeM portal/ decided by Competent Authority.
- 13.Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.

14. 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.
15. 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.
16. 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.
17. 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.
18. In case of breach of any clause of contract the firm can also be blacklisted.
19. **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.

20. **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.
21. Bids will be completely analyzed and evaluated at each stage by committee.
22. 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.
23. Except mentioned conditions rest all conditions applicable as per GeM portal.
24. **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.

25. No increase in the agreed rates shall be entertained during the period of contract.

26. 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.

27. **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.

28. 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.

29. 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.
30. No extra charges will be paid for doing the work outside the office premises. In such cases, Transport and labour charges will be borne by the contractor.
31. The rates mentioned above will not be enhanced during the period of contract in any case.
32. The payment will be made to the agency on quarterly basis after satisfactory completion of service and availability of funds.
33. Taxes may be deducted at source as per prevailing rules.
34. 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.
35. 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).
36. No extra payment/compensation whatsoever on account of natural calamity/accident.
37. Payment would be made strictly on availability of funds and inspection of parts by this office.
38. The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.
39. Penalties: As per mentioned in Service Level Agreement And Packages.
40. Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.

41. 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.
42. This Office reserves the right to withdraw/cancel the tender any time without assigning any reason.
43. No increase in the agreed rates shall be entertained during the period of contract.
44. Rest of the term & conditions is applicable as per service level agreement and package.

A. Dmy
10/5/24

Senior Accounts Officer/GD

Annexure-I

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

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

BID SECURITY DECLARATION

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

I/ We, the undersigned, declare that:

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

2. I/We accept that:

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

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

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

Or

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

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

(a) Upon expiration of the bid validity period;

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

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

**AUTHORIZED REPRESENTATIVE OF THE FIRM
(Signature/ Stamp)**