

GOVT.OF INDIA

INDIAN AUDIT & ACCOUNTS DEPARTMENT

SUPPLY AND INSTALLATION OF 3.1 TR COMMERCIAL

AIR CONDITIONERS

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

BIR CHAND PATEL PATH, PATNA-800 001

दूरभाष/Telephone-2223251

2225766, 2224812



फैक्स/Fax – 0612-2225977

तार/Tele- Gram: ACCOUNTS

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

Tender Notice No. 135/GD/2023-24

Dated: 14-09-2023

Notice Inviting Tender

Sub:- Supply and installation of 04 (Four) Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners) in the Office of the Accountant General (A&E), Bihar, Patna, Veer Chand Patel Path, Patna- 800001.

Sealed Tender is invited from reputed, experienced and financially sound Companies/ Firms/ Agencies for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners) in the Office of the Accountant General (A&E), Bihar, Patna, Veer Chand Patel Path, Patna- 800001. The total requirement of 04 (Four) Air conditioners. However, the number may be increased or decreased at the discretion of this office. The Contract shall be for a one time supply of the Air-conditioners. Tender may also be downloaded from office website ([www. agaebihar@cag.gov.in](http://www.agaebihar@cag.gov.in)) & Tender should be dropped in Tender Box placed at Grievance Cell ground floor of Mahalekhakar Bhawan or sent by post to Sr. A.O. (GD) Bihar, Patna, 6th floor, Mahalekhakar Bhawan, Birchand Patel Path, Patna. Tenders received after the closing date and time prescribed in the Bid Schedule shall not be accepted.

BID SCHEDULE & VENUE -

Sl. No.	Activity	Scheduled date Time
1.	Issue of Tender Document	14-09-2023.
2.	Last date/Time of submission of Tender Document	05-10-2023, 6:00 PM
3.	Venue of submission of Bid	“Tender Box”, Grievance Cell, Ground Floor of office Building or sent by post to Sr. A.O. (GD) Bihar, Patna, 6th floor, Mahalekhakar Bhawan, Birchand Patel Marg, Patna-800001.

4.	Date/Time of opening of Bid	06-10-2023 at 12:00 PM
5.	Contact Details	Deputy Accountant General(Admn.) O/o The Accountant General(A&E), Patna-800001
6.	Venue of Opening of Bid	DAG(Admn.)Chamber
7.	Bid Validity Period	90 Days.
8.	Earnest Money Deposit (EMD)	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 which is enclosed in Annexure-IV.
9.	Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder	03 % of value quoted.

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.

2. All intended bidders may visit the installation site for actual installation cost. The bid value will be of 04 (four) numbers of (3.1 TR Hi-wall Non-inverter Split Air-conditioners) plus installation cost. No additional cost of installation will be entertained at later stage.

3. Firms fulfilling the following criteria will be eligible to submit tenders:-

i) The firm should be a legal entity, eligible to enter in to contract with this office to provide for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners);

ii) The Air-Conditioners are made up of Registered Brands i.e, Voltas, LG, Hitachi, Blue-Star, Samsung etc.

iii) **Installation and Commissioning** : Item is to be supplied at site under Knock-down conditions, Assembly of Air-conditioners are required to be provided at project site.

iv) **Packing & Dispatch:** The item/accessories shall be packed in a strong suitable water proof/vibration proof packing box capable of bearing air and road transit hazards.

v) Preference will be given to MII/MSE.

vi) Bidders should be able to commence supplies within 07 days from the receipt of supply order.

vii) **Performance Security:** The successful bidder shall deposit three(03) percent of the estimated Contract Value as Performance Guarantee in the form of FDR or Bank Guarantee from any of the Commercial Bank of Bihar, Patna, within 14 days of award of the contract in favour of PAO(Audit), Office of the Accountant General (A&E),Bihar, Patna. Performance Security will be valid up to 60 days after the date of completion of all contractual obligations by the contractor, including warranty obligations & the 'Defect Liability Obligations'. The payment will be released only after submission of Performance Guarantee.

viii) The Purchaser expects to have delivery of all items as per supply of order within 30 days.

ix) The said work is of time bound nature, the entire work shall be completed within the stipulated time.

x) The selected Companies/Agencies shall also provided functional Mobile and Land Line numbers or its personnel for urgent work regarding above mentioned work.

xi) While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.

xii) If any bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.

xiii) 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.

4. Separately sealed envelopes are required to be submitted in the prescribed format enclosed with the letter viz. **ANNEXURE-I** (Technical Bid), **ANNEXURE-II** (Financial Bid), **ANNEXURE-III** (Terms & Conditions) & **ANNEXURE-IV** (Format of Bid Security Declaration). Financial Bids of only those bidders, who have been declared technically qualified, will be opened. All the above envelopes shall be enclosed in a single larger envelopes superscribed as "Quotations for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners)". This office is not responsible for delay, loss or non-receipt of bids on time sent by post. ***Fax/Email/Telegraphic offers shall not be accepted.***

5. Terms and Conditions governing for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners) in **ANNEXURE-III**.

6. Documents required to be submitted along with Bids. Photocopies of the following documents, self-attested and with the seal of the Company/ Firm/ Agency, should be submitted along with the Technical Bid:-

- (a) Registration Certificates of Company/Firm/Agency, if any;
- (b) Copy of PAN Card;
- (c) Copies of the the annual turnover of last three years. (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;
- (d) Service Provider has minimum possess three (03) years of past experience for this purpose at Central/ State Govt.offices./autonomous body /State Central PSUs. Three Certificate/Work Order regarding above project is to be provided . (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.

(e) 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).

(f) 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).

(g) Purchase Preference to MII. (Make in India Certificate to be submitted).

(h) Purchase preference to MSE.

(i) All products should carry a warranty for a period of 24 months for any manufacturing defects from the date of supply for which an undertaking must be enclosed on the letter head of the bidder for taking the responsibility for warranty.

(j) 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 which is enclosed in Annexure-IV.

(k) Copies of GST Registration Certificate;

(l) The OEM certificate or the valid authorization letter from the OEM for sale & support of the product quoted.

7. Sealed quotations, complete in all respects, should be addressed to Senior Accounts Officer/ GD Section, O/o the Accountant General (A&E), Bihar, Patna and dropped in the tender box kept in Grievance Cell situated at the entrance of the Office's building or sent by post to Sr. A.O. (GD) Bihar, Patna, 6th floor, Mahalekhakar Bhawan, Birchand Patel Path, Patna on or before **Bid Schedule**. Technical and Financial Bids should be submitted in separate sealed covers superscripted as "Quotations for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners)". All envelope in point No.04 must be enclosed in single large sealed envelope.

8. Bid shall be opened on Date & time which is prescribed in Bid Schedule in the presence of such bidders or their authorized representatives as may wish to personally present.

B. Mishra
14/9/23
Sr. Accounts Officer (G.D.)
Bihar, Patna

ANNEXURE-I

Technical Bid

Application for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners)

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

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

3. Full address of Reg. Office: _____

Telephone No.: _____ Fax No. _____

Email address: _____

4. PAN _____

5. GST No.: _____

6. Udhya Registration No.. if any : _____

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

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

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

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

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

Date: _____

Place: _____

Signature of the authorized
person(s) with seal

ANNEXURE-II

Financial Bid

Application for supply and installation of Commercial Air-conditioners (3.1 TR Hi-wall Non-inverter Split Air conditioners)

Name of the Company/ Firm/ Agency: _____

Sl. No.	Category (Supply & installation of Commercial Air-conditioners)	Rate per piece (in Rupees) including of Supply & installation Price and inclusive of all taxes.	Quantity
1.	3.1 TR Hi-wall Non-inverter Split Air conditioners		04 Pcs.
	Total Price.		

** The rates should be quoted in Indian Rupees only.*

**The rates should be quoted inclusive of all taxes.*

Date: _____

Place: _____

Signature of the authorized person(s) with seal

ANNEXURE-III

Terms & Conditions

1. The Contract shall be for a one time supply of the Air-conditioners. However, the number may be increased or decreased at the discretion of this office.
2. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign pledge or sub-contract its rights and liabilities under this contract to any other agency .
3. The tenderer will be bound by the details furnished by him/ her to the office while submitting the tender or at subsequent stage. In case, any such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action beside termination of contract.
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 Firm will quote the rates inclusive of all taxes. No any type of delivery/transportation etc charges will be admissible.
6. 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.
7. 100% payment will be made after satisfactory and timely supply of said items, which is required to be inspected & accepted by local committee of this office.
8. 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.
9. Bidder's offer is liable to be rejected if they don't provide any of the certificates/documents sought in the Bid document, ATC and Corrigendum if any.
10. TDS will be deducted as per Govt. of India norms.
11. No payment will be made for goods rejected at the site on testing.
12. 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.
13. No cash payment will be paid in any case & Payment would be made strictly on availability of funds.
14. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for Breach of contractual obligations.

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 increased/reduced, then the payment price shall be increased/reduced on pro-rata basis by the department & this decision shall be binding.

17. 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.

18. No request for increase in the rates will be entertained during the period of supply of items.

19. No advance payment will be made. Also, no interest will be paid on delayed payment.

20. 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.

21. In case of breach of any clause of contract the firm can also be black listed.

22. 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.

23. 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.

24. Bids will be completely analyzed and evaluated at each stage by committee which is recommended by Head of Department (H.O.D.)

25. 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.

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

- 27. Jurisdiction:** Any dispute, arising out of this contract will be settled under the jurisdiction of Office of the Comptroller & Auditor General of India, New Delhi. The addressing authority will be Director General (Hqrs.). The decision taken by him/her shall be binding over both parties.
- 28. Selection/Evaluation procedure for Tender.** The bidder will be qualified only if he fulfils eligibility criteria and submits all documents required/enquired in documents for technical bid are required from bidder. The financial offer should be further evaluated to find out lowest rate item wise. The lowest item wise responsive financial bid is acceptable for final selection. If the successful bidder fails to supply within the contracted period or fails to execute the contract, the contract can be awarded to L2 bidder subject to the condition that the L2 bidder matches the price of L1 bidder.
- 29.** Corrigendum, if any issued for the Tender Document shall form part of the Tender Document. Corrigendum shall be posted on this Official website. Hence, agencies/companies/firms are requested to visit the website regularly and note the corrigendum/amendments to the Tender Document without fail and submit the offer accordingly. The Department is not responsible for ignorance of corrigendum.
- 30.** In case of any clarification regarding the Tender Documents may ask through email (Office email id)/ Contact in office within one week after publishing of Tender Documents. DAG(Administration) Chamber, Office of the Accountant General(A&E), Bihar, Patna may be consulted for said purpose with valid Identity Proof.
- 31. Delivery:** The ordered materials are required urgently and hence, specify the shortest possible delivery schedule. The bidders are expected to quote free delivery at this Office. Price which includes components like packing, freight, forwarding and delivering the same in good condition at projected site. It will be the further responsibility of the supplier to ensure not only unloading of materials, but also to ensure the safe shifting of ordered materials to installation site.
- 32.** This office may in their discretion extended the last date for submission of Tender and such extension shall be binding on all the Bidders.
- 33.** In case of any complaints, the response time for maintenance call should not exceed 02 hours and agency shall attend the same within 24 hours.


Senior Accounts Officer/GD

ANNEXURE-IV

(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)**