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

No./GD/CAMC of Photocopier Machine/24-25/ 88

Date: 11-09-2024

Notice Inviting Tender

A tender is invited on GeM Portal regarding Bid for Comprehensive Annual maintenance Contract of Photocopier Machines(Xerox-Versalink) is floated on GeM Portal vide Bid No. GEM/2024/B/5381397, dated: 10-09-2024. Additional Terms & Conditions and Scope of work is attached herewith. All Curious bidders are requested to submit their bid on GeM with complete Documents and duly filled all annexures.

- **Bid Start Date: 10-09-2024**
- **Bid End Date: 01-10-2024 13:00:00**
- **Bid Opening Date: 01-10-2024 13:30:00**

Yours Sincerely,

Sr. Accounts officer

Bihar, Patna





Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5381397
Dated/दिनांक : 10-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-10-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-10-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Accountant General, Bihar
Office Name/कार्यालय का नाम	Accountant General (a&e), Patna
Item Category/मद केटेगरी	Annual Maintenance Service - Photocopier Machine - Photocopier Machines (Monochrome , Laser , Separate Drum & Toner, Mid Range); Xerox; OEM Authorised Service Provider
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),Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण

Type of Bid/बिड का प्रकार	Two Packet Bid
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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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. 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of

purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services: Requirement of Two(02) Onsite Service Engineers.

Asset Details and its Distribution across the consignee /user locations: [1725953646.pdf](#)

Annual Maintenance Service - Photocopier Machine - Photocopier Machines (Monochrome , Laser , Separate Drum & Tonner, Mid Range); Xerox; OEM Authorised Service Provider (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type Of Asset	Photocopier Machines (Monochrome , Laser , Separate Drum & Tonner, Mid Range)
Make/Brand Of Assets	Xerox
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Onsite Service Engineers Requirement	As Indicated in Bid Document
Periodicity of Preventive Maintenance Services	Monthly
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषित/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,	4	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

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

3. Service & Support

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

4. Certificates

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

5. 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 COMPREHENSIVE Annual maintenance
Contract SERVICES for XEROX(VERSALINK)
PHOTOCOPIER MACHINES AT ACCOUNTANT
GENERAL (A&E), BIHAR, PATNA-800 001

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TENDER SCHEDULE

Name of the Work	Tender for Comprehensive Annual Maintenance Contract Services for Xerox(Versalink)Photocopier Machines in this Office named "Accountant General (A&E), Bihar, Patna -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.

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Scope of Work

1. The contract shall be comprehensive basis, inclusive of repairs and replacement of spare without any extra charge (Except Toner/Cartridge & Drum). It would include Preventive maintenance service(PMS), Annual Maintenance service & Break down service(BDS).
2. Coverage: Service support to the equipment including replacement of spares & consumables (Except Toner/Cartridge & Drum) as and when required.
3. During servicing if any damage caused to the machines, the cost of all types of the repairs/replacements of the damage parts (Except Toner/Cartridge & Drum) shall be borne by the agency.
4. The firm should have adequate experience as well as expertise of maintenance support as well as supply of consumables in respect of photocopier machines in the Central Govt./State Govt./Govt. Undertakings/ Autonomous Body etc.
5. The Selected firm will have to render technical support (Comprehensive) of Xerox Photocopier machines.
6. For having authentic spare parts including consumables (Except Toner/Cartridge & Drum) as and when required, it is desirable that the concerned firm would be an authorized dealer of available machines.
7. The Comprehensive AMC of photocopier shall include supply of all material spares, replacement/repairs of electricals parts, servicing, overhauling, Changing of scanners, wiring repair & changing of wire, Changing of various sensors, motor rewinding etc. (Except Toner/Cartridge & Drum)complete in all respect for ensuring the desired level of photocopy.
8. Any defective part of the equipment must be repaired/replaced (Except Toner/Cartridge & Drum) by the service provider at his own cost under this comprehensive AMC.
9. The Photocopier machines, which are not serviceable by the agency/beyond economical repair due to obsolescence of technology or non-availability of parts/components will be withdrawn from AMC. The decision of this office regarding non availability and obsolescence of technology will be final.
10. The AMC will include of all consumable items and Spare parts (Except Toner/Cartridge & Drum) i.e.,Cleaning Blades, Developers, Changing of various types of Scanner/sensors and other all related parts etc.
11. Break down service (BDS): Breakdown calls shall be attended immediately and a record of such service, duly acknowledged by the person in charge of the Photocopier machine, shall be maintained. Breakdown service will include replacement of genuine spares parts at the cost of the service provider.

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12. The Service Provider would carry out preventive maintenance of each machine mentioned in Annexure-‘A’ once in every months, in order to forestall any major failure of the same. Service Provider should also ensure proper cleaning of machines on monthly basis. Failure to do so shall attract penalty at the rate mentioned at penalty clause in service level agreement & Packages.
13. All consumables and all spare parts are to be covered under AMC(Except Toner/Cartridge & Drum).
14. The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during AMC Period:- (a) Cleaning Blades (b) Developers (c) C.I.S. Unit (d) Changing of various types of wires/scanners/sensors (e) other all related parts etc.
15. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the G.D. Section.
16. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty. Service provider is to ensure that only original part of same model/brand are used for replacement. In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
17. Service provider should maintain register indicating details of equipment/Equipment’s being maintained and details of rooms/place where they are placed.
18. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location /user premises. “Bidder will provide contact point and escalation matrix.
19. The Service Provider must fulfil the requirement of number of preventive maintenance services as per bid document.
20. All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer.
21. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc. suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.
22. Detailed description such as Brand etc. of the assets to be covered under AMC is enclosed with Annexure-‘A’.
23. **Response Time**
The response time is subject function of working days during working hours.
 1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48hours of its receipt. Majority of faults should be rectified

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in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may choose to get the same repaired by or part replaced by other authorized / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

24. Payment Terms

- (I) The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.
- (II) Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.
- (III) Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

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Handwritten signature and date: 1/29/24

Additional Terms & Conditions for tenderer

INVITATION TO APPLICATIONS

1. This office requires the services of reputed, well established and financially sound Companies/Firms/ Agency to provide Comprehensive Annual Maintenance Service for Xerox (Versalink) Photocopier Machines in the Office of the Accountant General (A&E), Bihar, Patna.
2. The tender will be uploaded on GeM Portal only. The tender should be quoted in two bids (Technical bid & Financial bid.).
3. The firm will quote the rates inclusive of all taxes. No any type of delivery/transportation etc charges will be admissible.
4. The rates quoted shall be valid for next one year and this office has reserves the right to reduce/increase the quantity or prefer additional orders as required.
5. This office requires the services of reputed Agency to provide contract of Comprehensive AMC for one year. The period of the contract may be further extended or may be curtailed, terminated.

INSTRUCTIONS TO BIDDERS

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

- (i) **Copy of last three years' of the annual turnover which is (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.**

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- (ii) Average Annual Turnover of OEM which is 400% (as per requirements by GeM Portal) of estimated value of contract.
- (iii) Copy of GST registration letter/ Certificate.
- (iv) 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 (MSE) to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- (v) Corporate/Head/Main Office or one of the Branch Office of Companies/Agencies/Firms located in Patna only. *(valid proof of document to be attached).*
- (vi) 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).*
- (vii) Copy of PAN in respect of the firm/ individual as the case may be ;
- (viii) Copy of registration certificate of agency/firm/company for said purpose if any.
- (ix) 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)*
- (x) Upload Manufacturer Authorization: Wherever Authorized Distributors/Dealers are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with original OEM details

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such as name, designation, address, e-mail Id and Mobile No. required to be furnished along with bid.

- (xi) The OEM certificate or the valid authorization letter from the OEM for sale & support of the product quoted.
- (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.(Annexure-I attached)
- (xiii) Bid document (Scope of work & Additional terms & Conditions) as mark of acceptance is to be provided by authorized bidder on his/her letter head regarding technical specification mentioned in bid or Duly signed all pages of "SCOPE OF WORK & ADDITIONAL TERM & CONDITIONS FOR TENDERERS" of the Bid document as mark of acceptance.

- 2 The bidders are advised to attach relevant documents in support of their eligibility. If any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
- 3 Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the Bid document, ATC and Corrigendum if any.
- 4 AMC contractor should follow all the statutory obligations under various laws from time to time and no additional payment will be made in this regard.
- 5 No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm except the offered rates permitted under the contract.
- 6 Service provider should maintain register indicating details of equipment/Equipment being maintained and details of rooms/place where they are placed.
- 7 Service provider is required to maintain the log sheet which will include number of services provided during the contract period.
- 8 No transportation cost should be allowed to agency for carrying product/ consumable parts to this office & No extra payment will be made for replacement of any types of parts.
- 9 Payment would be made strictly on availability of funds and inspection of parts by this office.
- 10 Except above mentioned conditions rest all conditions applicable as per Service Level Agreement and Packages.
- 11 TDS will be deducted as per Govt. of India norms.

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- 12 Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.
- 13 In case resource employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource.
- 14 The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
- 15 Enhancement or decrease of taxes, duties or prices of components, etc, will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.
- 16 In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirement, committing fraud etc. will be considered as a major default and the contract will be cancelled immediately without giving any further notice.
- 17 Successful bidder will have to ensure that adequate number of dedicated technical service personals/ engineers are designated/deployed for attending to the Service request in a time bound manner and for ensuring timely servicing/rectification of defects.
- 18 The selected Companies/Agencies shall also provided functional Mobile and Land Line numbers or its personnel for urgent work regarding above mentioned work.
- 19 While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid shall be rejected.
- 20 If any bidder stipulates any condition of his own, such conditional Bid shall be liable to be rejected.
- 21 Penalties: As per mentioned in GeM portal/ decided by Competent Authority.
- 22 Any liability arising out of any litigation due to any act of contractor staff shall be directly borne by the contractor.
- 23 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.
- 24 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.
- 25 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.
- 26 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

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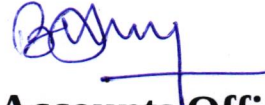
- majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.
- 27 Relaxation: The Head of the Department reserves the right to relax any of the conditions in exceptional cases, in the best interests of this Office reserves the right to withdraw the tender in whole or in part at any stage without assigning any reason.
- 28 Bids will be completely analyzed and evaluated at each stage by committee.
- 29 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.
- 30 No increase in the agreed rates shall be entertained during the period of contract.
- 31 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.
- 32 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.

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- 33 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.
- 34 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. Senior DAG(Administration) Chamber, Office of the Accountant General(A&E), Bihar, Patna may be consulted for said purpose with valid Identity Proof.
- 35 The firm shall take prior permission from the undersigned /Assistant Accounts Officer/GD for taking the machine out of the office premises for repairs and replacement of worn-out parts with original one. No extra charges will paid for doing the work outside the office premises. In such cases, Transport and labour charges will be borne by the contractor.
- 36 Taxes may be deducted at source as per prevailing rules.
- 37 This Office reserves the right to withdraw/cancel the tender any time without assigning any reason.
- 38 Service provider is required to maintain the log sheet which will include number of services provided during the contract period, which is duly certified by the authorized officer/Welfare Assistant.



Senior Accounts Officer/GD

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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)**

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[Handwritten signature]
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Annexure-II
Technical Bid Checklist

Sl. No	Documents Provided details	If provided then Yes otherwise No.
01	Annual Turn Over (Last 03 Years)/Average Annual Turnover (OEM)(Exemption in case of MSE & Start up)	
02	GST Registration letter/certificate	
03	Past Experience(Exemption in case of MSE & Start up)	
04	Corporate/Head/Main Office or one of the Branch Office of Companies/Agencies/Firms located in Patna	
05	Blacklisted Certificate	
06	PAN CARD	
07	Registration Certificate if any,	
08	Liquidation/Court receivership or Similar proceedings/ Bankruptcy certificate	
09	OEM/ Manufacturer Authorization Form/Certificate	
10	Bid Security Declaration	
11	Bid Document as Mark of acceptance.	
12	Others documents (details)	
13	Others documents (details)	
14	Others documents (details)	

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

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

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

Yours faithfully,

Signature with Stamp of the Company/ Agency/Firm

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[Handwritten Signature]

Annexure-‘A’**Details of Installation of Photocopier Machine**

Sr.No	Model	Quantity	Location
01.	Xerox versalink B7100	01	6th floor (GM)
02.	Xerox versalink B7100 (25 PPM Mono)+320 HDD	01	2 nd floor(WM-I)
03.	Xerox Multifunction machines MFM Xerox versalink B7030	01	3 rd floor (GD)
04.	Xerox versalink B7100	01	2 nd floor AG Secretariat
Total		04	

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