

**OFFICE OF THE ACCOUNTANT GENERAL (A&E), KARNATAKA,
BENGALURU.**

No 1 PARK HOUSE ROAD, BENGALURU 560 001

AG(A&E)/HK/MISC /2018-19/

Dated :31.08.2018

TENDER NOTICE

Office of the **ACCOUNTANT GENERAL (A&E), KARNATAKA, BENGALURU**, invites sealed tenders – Technical Bid and Financial Bid separately for procurement of **NEW MODULAR FURNITURE, COMPACTORS AND ADDITIONAL STORAGE UNITS.**

Minimum Specification copy attached separately.

All the items will have to be supplied and installed in the premises of **Office of the Accountant General (A&E), Karnataka, Bengaluru, No.1, Park House Road, Bengaluru 560 001**, as per the detailed terms and conditions (Annexure-I), Scope of work, Bill of Quantity and Quote your prices (Annexure- II) and Tender Application Form (Annexure-III).

Sealed tenders addressed to the **Sr. Accounts Officer (OM), Office of the Accountant General (A&E), Karnataka, Bengaluru, No 1 Park House Road, Bengaluru 560 001**, must reach latest by **3.00 PM on 27.09.2018**. The sealed quotations, super scribed as “**TENDERS FOR SUPPLY AND INSTALLATON OF MODULAR FURNITURE, COMPACTORS & STORAGE UNITS**” should be submitted to Senior Accounts Officer (OM) of this office by the stipulated date and time. The contact person for all details is Senior Accounts Officer (OM), Office of the Accountant General (A&E), Karnataka, Bengaluru, No.1, Park House Road, Bengaluru 560 001 (telephone No. 080-22640253) on any working day between 9.30 am to 6.00 pm. These are also available on website www.agkar.cag.gov.in The **Technical Bids and Financial Bids** shall be opened by the Purchase Committee of Office of the Accountant General (A&E), Karnataka, Bengaluru, No.1, Park House Road, Bengaluru 560 001 at **04.00 PM on 27.09.2018** by the Purchase Committee and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the tenders without assigning any reason.

Sd/-

**(CHANDRA MOHAN)
SR. ACCOUNTS OFFICER (OM)**

Encl:

1. Annexure-I (General Terms and Conditions)
2. Annexure-II (Scope of work, Bill of Quantity and Quote your prices)
3. Annexure-III (Tender Application Form)
4. Technical specification

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ANNEXURE -I
GENERAL TERMS AND CONDITIONS

The Accountant General (A&E), Karnataka, Bengaluru shall select the 'eligible lowest bidder' for procurement of NEW MODULAR FURNITURE & COMPACTORS.

The Fee for tender form is ₹ 1,000/- through DD drawn in favour of "**PAO, IAD, Bengaluru**".

1. **Earnest Money Deposit:** Earnest Money Deposit (EMD) in the form of Demand Draft of any nationalized bank must be deposited by bidders along with their duly filled bidding documents. The Deposit of ₹ 5,00,000/- has to be furnished during submission of the tender. The validity of the Demand Draft must be for 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be drawn in favour of "**PAO, IAD, Bengaluru**".
 - 1.1 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions of this bidding document. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, or imposes any additional conditions, the aforesaid demand draft shall be forfeited.
 - 1.2 **The bids without Earnest Money Deposit shall be summarily rejected.**
 - 1.3 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
 - 1.4 In case of bidders whose quotations are not considered for selection, the EMD will be returned. In case of bidders whose tender is accepted for placing the order, the EMD will be converted in to Security deposit till satisfactory completion of the contract.
2. **Preparation and submission of Bids:**

Interested bidders may visit the Office and inspect the area of installation of Modular Furniture, Compactor and Storage units. The prices to be quoted in the specified proforma (Annexure-II) along with Earnest Money Deposit supported by all other information as asked for in Annexure-III and herein the bidding document.

 - 2.1 The bids should be submitted in the integrated manner. The Technical Bid and the Financial Bid should be sealed by the bidder in separate covers and put in a bigger cover superscribed as "**TENDERS FOR SUPPLY AND INSTALLATON OF MODULAR FURNITURE, COMPACTORS & STORAGE UNITS**".
 - 2.2 Each paper of this bidding document (09 pages) should be signed and stamped by the bidder and kept along with the bids in the same envelope (Annexure-I and Annexure-II)

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3. **Validity of the Bids:**
The bids shall be valid for a period of 180 days from the date of opening of the bids.
4. **Opening of bids:**
The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.
5. **Opening of bids:** The Bids shall be opened at **04.00 PM on 27.09.2018** by a committee authorized by the Competent Authority in the Committee Room, in the presence of such bidders who may wish to be present.
6. Tenders from Joint Ventures are not acceptable.
7. **Right of Acceptance:** The Accountant General (A&E), Karnataka, Bengaluru reserves all rights to reject any bids including of those bidders who fail to comply with the technical conditions without assigning any reason whatsoever and does not bind itself to accept the LOWEST or any specific bids. The decision of the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru in this regard shall be final and binding.
 - 7.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
 - 7.2 The Competent Authority of the Accountant General (A&E), Karnataka, Bengaluru reserves the right to award any or part or full contract to any successful bidder at its discretion and this will be binding on the bidders.
 - 7.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the successful bidder that has been awarded the contract, the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru reserves the right to award the contract to the next lower bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. Non-performance will lead to Blacklisting of the Agency/Firm.
 - 7.4 Even though the tenderers meet the criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and /or
 - Participated in the previous tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

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8. **Communication of Acceptance:** The successful bidder shall be determined based on fulfilling of minimum eligibility criteria specified in the tender document and lowest prices quoted by the participant bidders. Successful bidder will be informed of the acceptance of their bids.
9. **Performance / Security Deposit:** The successful bidder (Contractor) shall furnish DD/Bank Guarantee / performance guarantee, which shall be equal to 10% of the total work order, in the form of Bank Guarantee from an Indian Nationalized Bank within 15 days from the receipt of Purchase order.
10. The Bank Guarantee shall be forfeited by order of the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru in the event of any breach or negligence or non-observance of any terms/condition of the tender document / Contract or for unsatisfactory performance or for non-acceptance of the purchase order / Contract.
11. **Disclaimer:** The near relatives of employees of the Office of Accountant General (A&E), Karnataka, Bengaluru are prohibited from participation in this bid. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) Their husband or wife.

The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
12. **Breach of Contract:**

In case of breach of any of terms and conditions of the Contract, the Competent Authority of the office of the Accountant General (A&E), Karnataka, Bengaluru shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Office of the Accountant General (A&E), Karnataka, Bengaluru in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed and further the office of the Accountant General (A&E), Karnataka, Bengaluru shall be at liberty to place the work order to next lower bidder / alternate bidder, as may be deemed fit.
13. **Sub-letting of Work:** The contractor shall not sublet, transfer or assign the contract or any other part thereof without prior written permission of the Competent Authority of the office of the Accountant General (A&E), Karnataka, Bengaluru. In the event of the contractor contravening this condition, Competent Authority shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the office of the Accountant General (A&E), Karnataka, Bengaluru may sustain in consequence or arising out of such replacing of the contract.

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14. Terms of payment:

- 14.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of work Award.
- 14.2 No running payments shall be made for the work. The Contractor shall submit the bill after completion of supply and installation.
- 14.3 All payments shall be made by cheque/e-payment only, after deducting TDS, if applicable.

15. MINIMUM ELIGIBILITY CRITERIA:

(a) **Registration:** The Bidders should be registered with the Income Tax, Service Tax Department.

- a. Supporting documents viz. copies of GST Registration, Income Tax Registration (PAN) and Service Tax Registration shall be required to be submitted along with the bid.

(b) **Experience:** The Bidder should have executed minimum two works of the similar nature as on the date of submission of bids, in reputed organizations / Government Organizations.

- a. Supporting documents viz. copies of work satisfactory completion certificate from the respective organization shall be required to be submitted with the bid.
- b. Copy of single Purchase Order of value of more than ₹50 lakhs executed on each occasion to be furnished.
- c. Transaction done during last two years with Central Government/State Government/Autonomous Bodies.

16. Contractual obligations on the part of Contractor:

- 16.1 **TIME SCHEDULE:** The work shall be executed and completed as specified in the Supply Order within thirty (30) days from the date of award of the purchase order. The period of completion shall not be extended except for the reasons beyond the control of the successful bidder. The decision of the Competent Authority of this office in this regard shall be final and binding
- 16.2 **EXECUTION OF WORK:** The Contractor shall execute work in best workman like manner according to standard practices in this regard to the entire satisfaction of the Competent Authority of this office.
- 16.3 **MATERIAL:** The Contractor shall ensure that only supreme branded quality material specified in the BoQ or any other material required for the work is used and which shall also have authentication of ISI brand, to the entire satisfaction of the Authority of this office. In case if it is found at a later stage that sub-standard / other brand (other than

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approved by this office)/ inferior quality items are provided, necessary action shall be taken against the Contractor including forfeiture of the payments, debarring them from quoting future bids.

- 16.4 **APPROVAL OF MATERIAL AND WORKMANSHIP:** The quality/materials and workmanship of the material shall be subject to the approval of the Competent Authority of the Office of the Accountant General (A&E). The quality which stands rejected shall be removed from the area forthwith and replaced with new material on the approved lines at no extra cost.
- 16.5 **COMPLETION:** The work shall be completed to the entire satisfaction of the Competent Authority of this office and shall be considered as complete only when certified by such Authority.
- 16.6 **TRADE PRACTICE:** The Contractor shall automatically agree honoring all aspects of fair trade practices in executing the work order placed by this office.
- 16.7 **ACTION ON DEFECT IN PRODUCTS:-** If it appears to this office that the work executed by the Contractor is defective or of inferior quality or does not match with the Specifications/requirements of this office or otherwise not in accordance with the terms and conditions, the Contractor on demand of this office shall forthwith rectify the defects on its own cost as per the requirements of this office and in the event of its failure to do so within a period specified by this office in the demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 2% (two percent) of the price/rate of the work order and in the case of such failure, this office shall be entitled to recover the compensation cost of 2% of value of Work Order from the supplier.
17. **LIQUIDATED DAMAGES:** The schedule of completion of the work shall be strictly adhered to as defined in the tender document, as time is the essence of the contract. Any unjustified and unacceptable delay in completion of the work shall render the Contractor liable for liquidated damages at 2% of the contract price per week subject to a maximum of four weeks and thereafter this office shall have the option to cancel the purchase order and get the work completed from any other source at the risk and cost of the Contractor. The Contractor shall also be liable to pay to this office a cancellation charges of 10% of the value of the contract work. The payment or deduction of such sums shall not relieve the Contractor from his obligation to complete the work or from his other obligations and liabilities under this Contract Agreement. The date of completion of the work in accordance with the tender documents shall be deemed to be the essence of the contract and must be completed no later than the period specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed over after the expiry of the contracted period, without prior concurrence of this office; such execution will not deprive the office of its right to recover liquidated damages. The decision of the Competent Authority of this office in this regard shall be final and binding.

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18. **Arbitration** : In the event of any dispute or differences between the Contractor and the Office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to the construction of the terms and conditions or the respective rights and liabilities of the parties hereto there under or any matter or thing out of or in relation to or in connection with these terms and conditions then the decision of the Competent Authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru shall be final and binding on both the parties.
19. The Contract shall be subject to the jurisdiction of competent courts of laws at Bengaluru / Karnataka.
20. As per Ministry of Communication & Information Technology 'Preference will be given to domestically manufactured items'.

**SD/
(CHANDRA MOHAN)
SR. ACCOUNTS OFFICER (OM)**

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ANNEXURE-II

SCOPE OF WORK / BILL OF QUANTITY / QUOTE YOUR PRICES

SUPPLY OF MODULAR FURNITURE, COMPACTORS & STORAGE UNITS

Sl. No.	Particulars of BoQ/ Scope of Work	Brand (specify)	Qty Required (Nos.)	Quoted Unit Rate (Rs.)	Quoted Amount (Rs.)
				GST (%)	
				(A)Total Rs.	
	(Rupees in words)				

Instructions :

1. The 'Eligible Lowest Bidder' shall be selected based on lowest prices) quoted by the participant bidder
2. The prices should be free from over-writing/corrections etc. failing which the bids shall be summarily rejected.

Date :

Place:

(SIGNATURE OF BIDDER)

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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ANNEXURE-III

TENDER APPLICATION FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Telephone Nos./ Mobile Nos/ Fax Nos.	
4.	Bidding Submitted for the Brand (please specify) (Attach Copy of Authority / Dealership Certificate)	
5.	E-mail	
5	PAN Account No. (copy should be attached)	
6.	Service Tax No. (Copy should be attached)	
7.	GST Registration No.	
7.	Work of similar nature Completion details (copies should be attached)	
8.	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution in India.
4. I give the rights to the competent authority of the Office of the Accountant General (A&E), Karnataka, Bengaluru to forfeit the Earnest Money/performance Security money deposit by me/us if any delay occurs on my/agent's part or fail to abide by the provisions of the bidding document
5. I hereby undertake to execute the work as per direction given in the tender document within stipulated period.

Date :-
Place:-

(Signature of the Bidder)
Designation :
(Office seal of the Bidder)