

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

10 Bahadur Shah Zafar Marg, New Delhi-110124

No. 288/Admn-II/7-2009

Dated : 06.09.2010

NOTICE

Office of the Comptroller and Auditor General of India, New Delhi, invite sealed quotations only from authorized dealers of reputed brands for Split Air Conditioners of 1.5 Tons and 2.0 Tons in this office.

Sealed quotations filled in the specified proforma and addressed to the Sr. Administrative Officer (Admn-II), Office of the Comptroller and Auditor General of India, 10 Bahadur Shah Zafar Marg, New Delhi-110124 should reach this office latest by 10:00 AM on 20.09.2010. The quotations should be delivered in the R & I Section (Ground Floor) of this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from Admn-II Section (Ground Floor), Office of the Comptroller and Auditor General of India, New Delhi on any working day between 4.00 pm to 5.00 pm. These are also available on website <http://cag.gov.in>.

The Competent Authority reserves the right to cancel any or all the quotations without assigning any reasons.

Sd/-
(DINESH KUMAR)
Sr. Administrative Officer (Admn-II)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

10 Bahadur Shah Zafar Marg, New Delhi-110124

No. 288/Admn-II/7-2009

Dated : 06.09.2010

ANNEXURE -I

GENERAL TERMS AND CONDITIONS

Sub :- Notice Inviting Tender only from authorized dealers of reputed brands of Split Air Conditioners of 1.5 Tons and 2.0 Tons for this office.

1. **Parties** :- The parties to the Contract shall be the Contractor (the tenderer to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
2. **Addresses** :- For all purposes of the contract including arbitration thereunder, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The Contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money** :- Earnest Money of Rs. 10,000/- (Rupees ten thousand only) in the form of Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tender documents. The validity of the Earnest Money Deposit must be up to 6 (six) months starting from 20.09.2010. The Demand Draft shall be in favour of **PAO, Accountant General (Audit), Delhi.**
 - 3.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work will be entertained.
 - 3.2 The warranty period of the split air conditioners and VAT/Taxes, if any, should be clearly mentioned in the bid.
 - 3.3 The Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof.
In case the Contractor fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Earnest Money shall be forfeited to the Government.
 - 3.4 Tenders without Earnest Money shall be rejected summarily.

3.5 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.

4. **Signing of Tender** ∴ Individual signing the tender or other documents connected with contract must specify whether he signs as:-
- (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (c) Director or principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid and if, on enquiry it appears that the persons so signing had no authority to do so, the Office of the Comptroller and Auditor General of India may, without prejudice to its rights whatsoever cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The Tenderer must sign and affix his/his firm’s stamp at each page of the tender and its annexures as the acceptance of the offer, which will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

5. Terms of payment as stated in the Tender Documents shall be final.
6. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
7. **Validity of the Bids** ∴ The bids shall be valid for a period of 180 days from the date of opening of the tenders.

8. **Opening of Tender** :- The Tenderer is at liberty to present himself or to authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the Tenderer should bring with him a letter of authority from the Tenderer and proof of identification.
9. **Right of Acceptance:** :- The Office of the Comptroller and Auditor General of India reserves all rights to reject any tender including those which fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
10. Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass for the work shall render the Tenderer's quotation liable for rejection.
11. **Communication of Acceptance** :- Successful Tenderer will be informed of the acceptance of tender in due course of time.
12. **Penalty for Breach of Terms and Conditions** :-
- (a) In case of breach of any conditions of the contract, the office shall make deductions at the rate of 10% of the work order value. In case any loss is caused to this office by the Contractor while executing this contract, the Contractor shall be liable to make good the entire loss.
- (b) The Competent Authority shall have the right to cancel the work order at the risk and cost of the Contractor without assigning any reason thereof, and nothing shall be payable by this Department in that event. Any extra expenditure incurred by this office on obtaining the requisite goods and services from any other source shall be paid by the Contractor without demur within 15 days from the date of intimation of amount of such extra expenditure by this office.
- (c) The powers of the Office of the Comptroller and Auditor General of India under this condition shall in no way affect or prejudice the powers to terminate the contract at the risk and cost of the Contractor as herein provided.
13. **Disclaimer** :- Near relatives of employees of the Office of the Comptroller and Auditor General of India are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family.
- (b) Their husbands or wives.
- (c) The one who 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).
14. **Sub-letting of Work** :- The Contractor shall not assign or sublet the work or any part of it to any other person or party.

15. **The tender is not transferable.**
16. **Terms of payment :-**
- 16.1 No payment shall be made in advance nor shall any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 16.2 The Contractor shall submit the bill after completing the work of providing and installation of split air conditioners in this office for sanction of the amount of bill and passing the bill for payment.
- 16.3 Payments shall be made by cheque only.
- 16.4 Office of the Comptroller and Auditor General of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned above.
- 16.5 The term 'payment' mentioned in this para includes all types of payment due to the Contractor arising on account of this contract excluding Earnest Money Deposit governed by the separate clause of the contract.
17. **Arbitration:** :- If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by a Sole Arbitrator to be appointed by Office of the Comptroller and Auditor General of India. The arbitration proceedings shall take place in the Office of the Comptroller and Auditor General of India, 10 Bahadur Shah Zafar Marg, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.
18. This contract shall be subject to the jurisdiction of courts of law at Delhi

Sd/-
(DINESH KUMAR)
Sr. Administrative Officer (Admn-II)

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

10 Bahadur Shah Zafar Marg, New Delhi-110124

No. 288/Admn-II/7-2009

Dated : 06.09.2010

ANNEXURE -II

Sub :- Notice Inviting Tender only from authorized dealers of reputed brands of Split Air Conditioners of 1.5 Tons and 2.0 Tons for this office.

Sl. No.	Particulars	Specifications	Brand name	Name of the Model	Rate (In Rs.)
1.	1.5 ton split AC	■ BEE 5 Star Rating ■ Air Flow (CMM-m ³ /min) – 17.4 ■ Sound level {Low/High dB(A)} – 34/46			
2.	2.0 ton split AC	■ BEE 5 Star Rating ■ Air Flow (CMM-m ³ /min) – 17.4 ■ Sound level {Low/High dB(A)} – 37/47			
3.	Installation charges (i) 1.5 ton (ii) 2.0 ton				
4.	Other charges , if any				

Dated : _____

At : _____

**(Dated Signature of Tenderer
with stamps of the firm)**

UNDERTAKING

1. I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of the CAG of India and shall abide by them.

2. I/ We also undertake that I/ We have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure-II of the Tender No. 288-Admn-II/7-2009 dated 06.09.2010 and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”

3. I/ We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/ is employed in CAG’s office.

4. I/ We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

5. I/ We undertake that supply and installation of split air conditioners will be completed within one week from the date of award of work order, failing which a penalty @ Rs. 1000/- per day will be paid by us for the delayed period

Dated : _____

At : _____

**(Dated Signature of Tenderer
with stamps of the firm)**