

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

10 Bahadur Shah Zafar Marg, New Delhi-110124

No.70/Admn-II/14-2010

Dated : 04.03.2010

NOTICE

Office of the Comptroller and Auditor General of India, New Delhi, invite sealed quotations only from authorized dealers of “Merryfair” for providing Merryfair “EVO” brand Executive Chairs (**Model** : Mid-back P528 KT A13 M1) for 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 10.03.2010. 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 Bids shall be opened in this office on 10.03.2010 at 3.00 pm by a Committee in the presence of such tenderers who may wish to be present. The Competent Authority reserves the right to cancel any or all the quotations without assigning any reason.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (Admn-II)
Phone : 23231440 (Extn. 1210)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

10 Bahadur Shah Zafar Marg, New Delhi-110124

No.70/Admn-II/14-2010

Dated : 04.03.2010

ANNEXURE -I

GENERAL TERMS AND CONDITIONS

Sub :- Notice Inviting Tender only from authorized dealers of “Merryfair” for providing Merryfair “EVO” brand Executive Chairs (Model : Mid-back P528 KT A13 M1) for this office.

1. Only authorized “Merryfair” dealers are eligible to participate in the tender.
2. **Parties:-** The parties to the Contract are the Contractor (the tenderer to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
3. **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.
4. **Earnest Money:** Earnest Money of Rs.10,000/- (Rupees ten thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tenders documents. The validity of the Bank Guarantee needs to be up to 6 (six) months starting from 10.03.2010. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Accountant General (Audit), Delhi.**
 - 4.1 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.
 - 4.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.
 - 4.3 The tenders without Earnest Money will be summarily rejected.

4.4 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.

5. **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 or 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 of 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 firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties 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 such other person 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 cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/his firm’s stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Comptroller and Auditor General of India if necessary.

6. Terms of payment as stated in the Tender Documents shall be final.

7. 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.

8. **Validity of the Bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

9. **Opening of Tender:**
The tenderer is at liberty either himself or 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.
10. **Right of Acceptance:** The Office of the Comptroller and Auditor General of India reserves all rights to reject any tender including of those tenderers who 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.
11. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.
12. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
13. **Security Deposit:** The successful tenderer shall furnish Bank Guarantee of Rs.50,000/- (Rupees fifty thousand only) in favour of PAO, Accountant General (Audit), Delhi towards Security Deposit within 7 days from the date of acceptance of the tender. The security deposit shall be in force for a period of one year from the date of completion of work.
14. The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.
15. **Penalty:**
(a) In case of breach of any conditions of the contract and for all type of losses caused including in the event of Contractor failing to provide the required services, the office shall make deductions at the rate of 2% per annum of the work order value.
(b) 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 in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.
16. **Disclaimer:** The 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 husband or wife.
(c) 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).

17. **Breach of Terms and Conditions:**
In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be encashed.
18. **Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.
19. **The tender is not transferable.**
20. **Terms of payment:**
- 20.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 20.2 The contractor shall submit the bill after completing the work of providing and installing Audio Conference System for sanction of the amount of bill and passing the bill for payment.
- 20.3 Payments shall be made by cheque only.
- 20.4 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 in preceding para.
- 19.5 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 and Security Deposit governed by the separate clauses of the contract.
21. **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 an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of the Comptroller and Auditor General of India. The arbitration proceedings shall take place 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.

(DINESHKUMAR)
SR. ADMINISTRATIVE OFFICER (Admn-II)
Phone : 23231440 (Extn. 1210)

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AUDITOR GENERAL OF INDIA**

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ANNEXURE -II

Sub :- Notice Inviting Tender only from authorized dealers of “Merryfair” for providing Merryfair “EVO” brand Executive Chairs (Model : Mid-back P528 KT A13 M1) for this office.

Sl. No.	Description	Qty	Rate	Amount
1.	Merryfair “EVO” brand Executive Chair Model : Mid-back P528 KT A13 M1	40		

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. 59-Admn-II/12-2010 (KW) dated 18.02.2010 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/ are 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 of 40 chairs will be made within one week from the date of award of work order, failing which a penalty @ Rs. 5,000/- per day will be paid by us for the delayed period.

Dated : _____
At : _____

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