

BID DOCUMENT
FOR EMPANELMENT AGENCIES FOR
PROCUREMENT OF PHOTOCOPIER
PAPERS

SR. ADMINISTRATIVE OFFICER (GS)
OFFICE OF THE COMPTROLLER AND
AUDITOR GENERAL OF INDIA
POCKET 9, DEEN DAYAL UPADHYAYA MARG, NEW
DELHI-110124.

BID DOCUMENT FOR

Empanelment of agencies for supplying Photocopier Papers for the Office of the Comptroller and Auditor General of India.

TENDER NO.124/GSS/15-2014 DATED 11 April 2016

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OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

II- BRIEF INFORMATION ON BID DOCUMENT

Tender No.	No. 124 -GS/15-2014 DATED 11 April 2016
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	Upto 1100 hours of 11 May 2016
Date of opening Bid	At 1500 hours of 11 May 2016
EMD	Rs.50,000/- (Rupees fifty thousand only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Pr. Accountant General (Audit), Delhi, New Delhi, payable at New Delhi
Cost of Tender Document	Rs.500/- (Rupees five hundred only)
Validity of Bid	120 days
Total Number of pages of Tender Document	40 pages
Address and Venue of submission of bids	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

SECTION-1
(Notice Inviting Tender)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

EMD : Rs.50,000/-

Tender Cost : Rs.500/-

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed quotations for empanelment of Suppliers for procurement of Photocopy Papers for its office as per the requirements specified in the Tender Document.

Sealed bidding documents, under integrated bidding method (single bid) alongwith EMD and tender cost duly filled in as per the instructions of the Tender Document should be addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi-110124 and must reach latest by 11.00 am on 11 May 2016

The sealed bidding documents should be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of the requisite tender cost through Bank Draft/Pay Order in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi on any working day between 3.00 pm to 5.00 pm.

The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost and the EMD of the requisite cost through Bank Draft/Pay Order alongwith the Bidding Documents.

The Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 11 May 2016 at 3.00 pm by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of those bidders who may wish to be present.

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

**(DINESH KUMAR
SR. ADMINISTRATIVE OFFICER (GS))**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

SECTION-2

BID SUBMISSION FORM

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

Section-1

BID SUBMISSION FORM

Date:

LETTER OF BID

To

Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER NO.124/GSS/15-2014 (Vol.VI) DATED 11 April 2016**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to supply Photocopy Papers to your office, as per our authority, in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. **We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.**
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

SECTION-3

BIDDER PROFILE

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

General:

1. Name of the Bidder/ firm.....
2. Name of the person submitting the Bid "Shri/Smt.....
3. Address of the firm
.....
.....
4. Tel no. with STD code (O).....(Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and his current account number
.....
.....
10. Permanent Income Tax number, Income Tax circle
(Please attach copies of income tax return for last three years)
11. Permanent Account Number (PAN) Number.....
(Please attach copies of PAN)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions 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 are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract.
4. I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for debarring and blacklisting in future tendering of your office in case our agency fail to accept /execute the terms and conditions of the contract and / or fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement.
5. I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION-4

CERTIFICATE OF NEAR RELATIVES

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____
_____ hereby certify that none of my relative(s) as defined in Section-.....of tender document is/are employed in O/o CAG as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, O/o CAG shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder
Name (caps) _____

Position _____

Date _____

SECTION-5

INSTRUCTIONS TO THE BIDDERS

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

Section-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as 'Client' shall empanel the agencies for supplying Photocopy Papers.
- 1.2 The sealed bidding documents shall be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of Tender Cost of **Rs.500/-** through Bank Draft/Pay Order in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi on any working day between 3.00 pm to 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of **Rs.500/-** through Bank Draft/Pay Order alongwith the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that any conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.8 The estimated consumption of photocopier papers of all sizes for one year period is likely to be approximately Rs.11-12 lakh per annum. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the office of the Comptroller and Auditor General of India.

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NEW DELHI

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Dated : 11 April, 2016

- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder 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 bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders.

- a. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Financial Capacity**: The bidders should have the minimum total turnover of Rupees **twenty lakh each in the last 3** financial years (2013-14, 2014-15 and 2015-16). Relevant proof for supporting the above shall be submitted.
- c. **PAN**: The Bidder must be registered with the Income Tax. Relevant proof in support shall be submitted
- d. **Experience**: The Bidder should have experience in the similar field of supplying Photocopy Papers in Government Departments for the last three years. Relevant proof in support shall be submitted.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Sales Tax Registration, VAT Registration issued by the **Delhi VAT Tax Department** shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial year i.e. for 2013-14, 2014-15 and 2015-16.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of PAN** shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders / contract agreement and experience certificates issued by the Government Departments shall be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids must be accompanied by an Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr.Accountant General (Audit), Delhi and payable at New Delhi.**

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- 3.2 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 shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 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.
- 3.6 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:
- a) If a Bidder withdraws his bid during the period of bid validity;
 - or
 - b) In the case of the finally selected Bidder, if the Bidder fails:
 - i) To furnish Contract Performance Security in accordance with tender ; or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure by the supplier to execute the contract as per the terms and conditions and to the full satisfaction of the **competent authority of this office**, the security deposited by the firm shall be forfeited and action for debarring / blacklisting shall be initiated.
- 3.7 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1. The Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

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NEW DELHI

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- a. Bid Submission Form duly signed and printed on Company's letterhead.
- b. Signed and Stamped on each page of the tender document.
- c. Bidder profile, duly filled and signed
- d. Financial Capacity form – filled in signed and stamped
- e. Earnest Money Deposit of Rs.50,000/-, tender cost of Rs.500/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 (para 2 and 2.1 above).
- g. Price Schedule, duly filled in and signed and stamped.

The complete Bid as detailed above should then be kept in a sealed envelope, superscribed as "Bid for Tender No. 124/GSS/15-2014 dated 11 April 2016 with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid not later than 11:00 a.m. on **11 May 2016** addressed to Sr. Administrative officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi.
- 6.2 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Comptroller and Auditor General of India reserves right to extend the date / time for receipt of bids, before opening of the Bids. Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

- 7.1 The Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 11 May 2016 at 3.00 pm by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders who may wish to be present.
- 7.2 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.4 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.5 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.

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7.6 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

8. BID EVALUATION.

8.1 The bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

9. DETERMINATION OF THE SUCCESSFUL BIDDERS AND PROCEDURE FOR EMPANELMENT OF SUPPLIERS

9.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder – L1.

9.2 In case the Lowest Bidder (L-1) fails to supply the photocopy papers to the client at the lowest bid prices, the client shall be at liberty to empanel the alternate bidder and procure photocopy papers from the alternate bidder and in that event the security deposit / earnest money deposit of the defaulter bidder shall be forfeited to the office of the Client and action shall be initiated against the agency for debarring and blacklisting in future tenders.

10. RIGHT OF ACCEPTANCE:

10.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions 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 Comptroller and Auditor General of India in this regard shall be final and binding.

10.2 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.

10.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

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10.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher 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.

10.5 The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

11.1 After determining the successful bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Supplier(s), who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

11.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

12. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

12.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, a sum which shall be equivalent to 10% of the estimated value of purchase, as may be decided by the Client, in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi.

12.2 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. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

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- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

13. ISSUANCE OF 'SUPPLY ORDER'

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful and empanelled bidder(s), Client shall issue the 'Purchase Orders', from time to time, as and when need arises to procure Photocopy Papers as per its requirements. The empanelled and successful bidders shall adhere to the conditions, timelines as may be defined in the Purchase orders and ensure genuineness of the items which are provided to Client.

14. SIGNING OF CONTRACT AGREEMENT

- 14.1 The successful and empanelled Bidders shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 14.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful and empanelled Bidder(s) for their concurrence.
- 14.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (2) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 14.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 15.1 The Earnest Money Deposit of the unsuccessful bidders in the shall be returned within 7 days after award of contract to the Successful bidder.
- 15.2 No interest shall be paid on the earnest money deposit.

16. INSOLVENCY

- 16.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

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- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

17. CURRENCIES OF BID AND PAYMENTS

- 17.1 The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC) and SCHEDULE OF WORK / REQUIREMENTS

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word party means the Successful Bidder to whom the work of providing Photocopy Papers has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage and empanel the successful bidder for providing Photocopy Papers
Notice to Proceed	Shall mean the date at which the empanelment has been accepted.
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder(s) to whom the work of providing Photocopy Papers has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

2. SERVICES REQUIRED BY THE CLIENT

- 2.1 The Contractor (empanelled Suppliers) shall be providing the Photocopy Papers as per the details given in the Tender document.
- 2.2 The Client shall pay charges as agreed between the Client and the Contractor (empanelled Suppliers) at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 2.3 The Contractor shall provide Photocopy Papers which shall be fully genuine and authorized from the respective brand to the entire satisfaction of the Client.

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NEW DELHI

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Dated : 11 April, 2016

3. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

- 3.1 After issuance of Letter of Acceptance (LoA) by the Client to the empanelled Suppliers.
- 3.2 Submission of Performance Bank Guarantee in accordance with the terms and conditions of tender document.
- 3.3 The Purchase Orders, which shall be issued by the Client as and when need arises.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor (empanelled Suppliers) shall provide all required Photocopy Papers as per the requirements of the Client during the currency of the Contract.
- 4.2 The Contractor shall ensure that genuine items, only of the authorized by the respective brand as per the Tender document requirements are supplied to the Client. In the event of contravening this condition or if it is found during the currency of the Contract that duplicate brands or fake brands / items are supplied by the Contractor to the Client, the Contractor shall be liable to be black-listed by the Client and an information of such act of the Contractor shall be intimated by the Client to all the other Government Departments / Ministries / Offices in public interest.
- 4.3 The Contractor should be in a position to supply the Photocopy Papers, as detailed in the Tender Document on a very short notice as and when needed.
- 4.4 The Contractor shall ensure that the Photocopy Papers are delivered to Client's office at their own cost. No claim of Contractor for transportation or any other claim in this regard shall be entertained by the Client.
- 4.5 The Contractor shall ensure that all schemes, as may be offered by the respective brand from time to time, shall be fulfilled while supplying Photocopy Papers to Client's office.
- 4.6 The Contractor shall ensure genuine quality of the items and also ensure that the items are genuinely sealed before supply in Client's office.
- 4.7 The Contractor shall ensure that the items as per the purchase orders of the Client are verified by the AAO/SAO incharge of Client's office before delivery and stock entry in Client's office of Photocopy Papers.
- 4.8 The Contractor shall ensure that in case of requirements, they should be in a position to deliver the Photocopy Papers on holidays also. The Contractor should also provide their full details such as e-mail, telephone numbers, mobile numbers etc.

5. CONTRACTOR'S LIABILITY

- 5.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing Photocopy Papers to the Client.

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- 5.2 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof to any other Contractor at any point of time during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

6. VALIDITY OF CONTRACT

The contract for empanelment of Suppliers, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, in cases of breach of conditions of the contract by the Contractor or for dissatisfactory services by the Contractor during the currency of the Contract, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing and debarring from future tendering solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client. The total period of the Contract shall however, not exceed three years.

7. PAYMENTS

- 7.1 After empanelment of Suppliers (Successful bidders) as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractors by the Client for procurement of Photocopy Papers.
- 7.2 The prices in the Price Schedule shall be exclusive of Sales Tax / VAT and the same shall be charged in addition to the applicable rate.
- 7.3 The Contractor shall raise invoice by referring the Purchase Order of the Client's office after successful delivery of the items as per the requirements of Client. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 7.4 The cost at which the Suppliers are empanelled shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.
- 7.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the cost shall be decided mutually by both the parties.
- 7.6 In addition to the Contract payments, the Client shall pay for any additional procurement as required by the Client, which are not specified in the **Price Schedule**.
- 7.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 7.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 7.9 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.

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8. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

8.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

8.1.2 the date of commencement of the event of Force Majeure;

8.1.3 the nature and extent of the event of Force Majeure;

8.1.4 the estimated Force Majeure Period,

8.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

8.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

8.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

9. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

9.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration shall be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

9.2 **Jurisdiction of Court** : This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

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10. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 10.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 10.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
 - 10.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor or for dissatisfactory services by the Contractor during the currency of the Contract, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and action for blacklisting and debaring the Contractor shall be taken by the Client.
 - 10.2.2 If the Contractor does not provide the required Photocopy Papers satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
 - 10.2.3 If the Contractor goes bankrupt and becomes insolvent.

11. DISCLAIMER

The relatives / near relatives of employees of the Client 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 spouses.
- (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)

SECTION-7

PRICE SCHEDULE

Note :

- (i) The bidders are advised to go through the tender document carefully before quoting prices.
- (ii) Evaluation of Bids shall be done in terms of the procedure specified in the tender document.
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Document.
- (iv) Prices shall be valid for a period of one year. No price escalation shall be entertained during the initial currency of the Contract as specified in the tender document.
- (v) The prices in the Price Schedule shall be exclusive of any service tax.

Sign and Stamp

Name of Bidder

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In Price Schedule, the Bidders are required to fill their rates in the following proforma.

Photocopy Paper

Sl. No.	DESCRIPTION	Brand (please specify)	Unit	Price per unit (Rs.)	Duties & Taxes (Rs.)	Net Destination Cost (Rs.)
1	Photocopy Paper (A4 size, 75 gsm)		Per Ream			
2	Photocopy Paper (Full Scape size, 75 gsm)		Per Ream			
3.	Photocopy Paper (A3 size, 75 gsm)		Per Ream			

Signature of Bidder with office Seal

Name of Person submitting Bid

Date : Place

SECTION-8

FORMS

- Section 8.1 Bid Security Form**
- Section 8.2 Form for Financial Capacity**
- Section 8.3 Articles of Agreement**
- Section 8.4 Performance Bank Guarantee**
- Section 8.5 Letter of Authorisation for attending Bid opening**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

FORM-I
BID SECURITY FORM

No.....
To

Date.....

Director (Personnel),.....(hereinafter called "The Client)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing photocopy papers vide **Tender No.124-GS/15-2014 dated 11 April, 2016.**

KNOW ALL MEN by these presents that WEof having our registered office at
(Hereinafter called 'the Bank') are bound unto The Client/ the Department in the sum of Rs. 50,000/- (Rupees fifty thousand only) for which payment will and truly to be made to the Client / the Department, the Bank binds itself, its successors and assigns by these present.

WHEREAS.....(Name of bidder) (hereinafter called "the Bidder") has submitted his bid dated.....for providing photocopy papers (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.50,000/- (Rupees fifty thousand only) as Performance Security against the Bidder's offer as aforesaid.

And WHEREAS.....(Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.
OR
 - (d) If the tender is terminated on the allegations of production of false/ forged documents for obtaining the Contract.

We undertake to pay the Client / Department up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Client / Department will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Stamp / Seal of Bank

Fax No. of Branch

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

Form-II

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2013-14	2014-15	2015-16
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

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Dated : 11 April, 2016

FORM-III

CONTRACT AGREEMENT NO./GS/15-2014 DATED

THIS AGREEMENT is made on between **Director (P), Office of the Comptroller and Auditor General of India** (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Photocopy Papers.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "procuring Photocopy Papers under **Tender No.-GS/15-2014**
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite photocopy papers to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the Photocopy Papers (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing photocopy papers.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the providing Photocopy Papers for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

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- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Photocopy Papers for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Purchase Orders / Supply Orders issued by the Client from time to time.
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Comptroller and
Auditor General of India**

(Authorised Signatory)

(Authorised Signatory)

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FORM-IV
PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India (“**CAG**”) having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing Photocopy papers shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee

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shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

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Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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NEW DELHI

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Dated : 11 April, 2016

FORM-V

(Letter of Authorisation for attending Bid Opening)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To

The Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in
the Tender No. _____ .

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder)
in order of preference given below.

Order of Preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

SECTION-9

CHECK-LIST

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 124/GS/15-2014

Dated : 11 April, 2016

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Bidder Profile Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them ?	
3.	Have you enclosed the EMD of Rs.50,000/- in the Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you attached attested Certificate issued by Delhi VAT Tax Deptt.	
5.2	Financial Capacity : Have you attached Audited Balance Sheets ?	
5.3	PAN : Have you attached attested copy of PAN	
5.4	Experience : Have you attached the attested copy of work orders and experience certificates issued by the Government Deptts ?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Bid ?	
7.	Have your Bid been packed as per the requirements of the Tender ?	
8.	Have you quoted prices against each of the category ?	