

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 30/GS/82-2015

Dated : 22.1.2016

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed quotations under integrated manner (single bid) from agencies possessing desired facility and experience for "Cleaning of Façade Windows" in its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi.

Sealed quotations duly filled in the specified proforma 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 must reach latest by 11.00 am on 19 February 2016. The sealed quotations should be delivered in the GS Section of this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on any working day between 4.00 pm to 5.00 pm. These are also available on website <http://saiindia.gov.in>. The Bids shall be opened in Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 19 February 2016 at 3.00 pm by the Committee authorized by this office 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 quotations without assigning any reason.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

Encl :

1. Annexure-I (General Terms and Conditions/Schedule of Works)
2. Annexure-II (Quote your prices)
3. Annexure-III (Tender Application Form)

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ANNEXURE –I

GENERAL TERMS AND CONDITIONS

1. The office of the Comptroller and Auditor General of India shall be hiring the services of an AGENCY, **which has proven experience and facility for undertaking the work of Façade Windows Cleaning for a period of two years from the date of engagement.**
2. **Parties:-** 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.
3. **Addresses:** 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.
4. **Earnest Money Deposit:** 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 bidding documents. The validity of the Bank Guarantee 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.**
 - 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 shall be entertained.
 - 4.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe the terms and conditions of the tender enquiry and / or comply with the stipulations made herein or backs out after quoting the rates, or in cases of non acceptance of work order, or in case fails to submit the performance bank guarantee, the aforesaid earnest money deposit shall be forfeited to the Government, besides debarring from future participation in tender.
 - 4.3 The bids without Earnest Money Deposit shall 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.
 - 4.5 The EMD to the unsuccessful bidders shall be returned within 15 days from the date of opening of the bids.

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5. Preparation and submission of Bids:

The bids should be submitted in the integrated manner i.e. one single bid in an envelope, quoting the prices in the specified proforma alongwith Earnest Money Deposit supported by all required documents, as per the requirements of this office stated herein the bidding document.

5.1. Signing of Tender: Individual signing the bids 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 bids and all other related documents must be signed by all partners of the firm.
- (3) A person signing the bidding form or any documents forming part of the bids on behalf of another person should have an authority to bid on behalf of 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 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 bidder must sign and affix his/his firm’s stamp at each page of the bids and all its Annexures as the acceptance of the offer by the bidder shall be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING 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 necessary).

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6. **Validity of the Bids:**
The bids shall be valid for a period of 180 days from the date of opening of the bids.
7. **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.
8. **Venue of opening of bids:** The Bids will be opened by a committee authorized by the competent authority at **3.00 pm on 19.2.2016** in the Committee Room, in the presence of such bidders who may wish to be present.
9. **Right of Acceptance:** 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.
 - 9.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render prejudice the bidder's bids liable for rejection.
 - 9.2 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.
 - 9.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has 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. **Assistance to Contractor :** The contractor shall not be entitled to assistance either, in the procurement of materials required for the fulfillment of the contract or otherwise.
11. **Communication of Acceptance:** Successful Bidder will be informed of the acceptance of their bids.
12. **Validity of Contract:** The contract, if awarded, will be initially for a period of two years from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor / successful bidder, the office

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- of the Comptroller and Auditor General of India 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 etc. solely at the discretion of the competent authority of the office of the Comptroller and Auditor General of India. The initial period of two years can be further extended to a maximum of one more terms of one year, at the sole discretion of the office of the Comptroller and Auditor General of India.
13. **Security Deposit:** On acceptance of the bids, the contractor / successful bidder shall within the period specified by the competent authority of the office of the Comptroller and Auditor General of India shall convert the EMD of Rs.10,000/- (Rupees Ten Thousand only) as Performance Security Deposit in the form of a Bank Guarantee in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi. 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 will 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 and expense of the contractor.
- 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
14. **Penalty:**
- (a) In case of breach of any conditions of the contract and for all type of losses caused, the Contractor shall fully indemnify the office of the Comptroller and Auditor General of India for such losses.
- (b) In cases of negligencies in performing duties, as stipulated herein the Annexures or as agreed in the Contract by the Contractor, the Office of the Comptroller and Auditor General of India shall be at liberty to get the Façade Windows Cleaning work from somewhere else at the cost and risk of the

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Contractor and shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Comptroller and Auditor General of India.

(c) The Contractor shall be required to undertake the complete job of cleaning of Façade Windows of all the locations as indicated in the tender enquiry **on quarterly basis., i.e. four jobs of Cleaning Façade Windows per year shall be undertaken by the Contractor. The Bidder shall therefore, be required to quote a lumpsum amount of undertaking the job for a period of two years.**

(d) The Contractor shall be required to undertake the job at the beginning of each quarter or as may be decided by the competent authority of this office. In case the Contractor fails to do so, there shall be a penalty of Rs.1000/- per day.

(e) The Contractor shall be required to complete the job of cleaning Façade Windows completely within 7 days of undertaking the job in each quarter, failing which a penalty of Rs.1000/- per day shall be imposed.

(e) 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.

15. **Disclaimer:** The near relatives of employees of the Office of the Comptroller and Auditor General of India 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.
- (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).

16. **Insolvency:**

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 a 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 repurchase.

17. Breach of Contract:

In case of breach of any of terms and conditions of the Contract, the Competent Authority of the office of the Comptroller and Auditor General of India shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Office of the Comptroller and Auditor General of India in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

18. **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 Comptroller and Auditor General of India. In the event of the contractor contravening this condition, competent authority 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 office of the Comptroller and Auditor General of India may sustain in consequence or arising out of such replacing of the contract.

19. Terms of payment:

- 19.1 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.
- 19.2 Quarterly payments shall be made for the Contract and the contractor shall submit the bill at the end of each quarter in respect of previous quarter for sanction of the amount of bill and passing the bill for payment.
- 19.3 All payments shall be made by cheque / NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 19.4 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 Deposit and Security Deposit governed by the separate clauses of the contract.

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20. **Certificates / Credentials:**

- a. The Bidder should have been in existence as an agency dealing with this specific work of Façade Windows Cleaning for not less than three years in Government offices. The Bidder shall be required to produce copies of experience certificates alongwith copies of work orders issued by the concerned Government offices.
- b. The Bidder should be registered with Income Tax Department and Service Tax Department. Attested copies of PAN/Service Tax Registration shall be required to be enclosed.
- c. The Bidder should not have been blacklisted by any Ministry / Department of the Government of India or any PSU or any other organization. An undertaking to this effect shall be required to be enclosed by the Bidder alongwith the Bid.

21. **Inspection:-** The work shall also, in any case be liable to inspection by the competent authority of the office of the Comptroller and Auditor General of India after execution and any item(s) not found as per specification / quality shall be rejected and the Contractor shall have to reexecute the same at their own cost and risk and shall be liable for such rejections.

22. **Contractual obligations on the part of Contractor:**

- (i) The Contractor shall be required to undertake the job of cleaning the façade windows of the office at Deen Dayal Upadhyaya Marg, New Delhi on quarterly basis, i.e. four jobs of cleaning the façade windows in a year shall be undertaken by the Contractor.
- (ii) The Contractor shall ensure that all its workmen/personnel engaged for the work of façade windows cleanliness are insured appropriately with the Insurance Companies. A copy of insurance in respect of the manpower engaged for the work, shall be required to be submitted by the Contractor at the time of commencement of the jobs.
- (iii) The Contractor shall fully indemnify the office of the Comptroller and Auditor General of India in case of any losses arising out of the execution of the job assigned to the Contractor.
- (iv) The personnel of the Contractor shall not be the employees of this office and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- (v) The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by

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and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

- (vi) The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- (vii) The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.
 - (viii) The Contractor shall provide the required services through its uniformed and trained personnel for the performance of its services under the provisions of the Contract and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- (ix) The Contractor shall cover its personnel for personal accident and death whilst performing the duty and this office shall own no liability and obligation in this regard.
 - (x) The Contractor shall completely indemnify and hold harmless this office 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 the required services of cleanliness façade glasses to this office.
- (xi) No transport charges will be provided by the office for bringing in the material required for undertaking the job during the currency of the contract.
- (iv) The quoted rates shall remain valid for two years. No price escalation shall be entertained during the currency of the contract.
- (xii) The quoted rates shall include cost on account of material, labour, chemicals or any other items required for undertaking the job during the currency of the contract.
- (xiii) In the event of non-performance of the work either on the pre-defined timelines on quarterly basis or on the directions of the office, the penal charges shall be deducted from the instant or subsequent bills. In case of damage to any of the article / material / office equipment / any other items is noticed, the Contractor shall be liable to completely indemnify and pay the cost accordingly to the office and the office shall have full rights to action in this regards.
- (xiv) The Contractor shall ensure that the superior quality of chemicals is used during the period. In case if it is found at a later stage that sub-standard / inferior quality material is used, necessary action will taken against the Contractor including forfeiture of the Security Deposit and debarring them from quoting future bids.
- (xv) The Contractor shall mandatorily provide an e-mail account in the Tender Application Form (Annexure-III) apart from the telephone numbers of

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their service agency for lodging of complaints. All complaints shall be attended by the Contractor immediately failing which penalty as prescribed in para 14, shall be imposed on the Contractor and the decision of the Competent authority of the office of the Comptroller and Auditor General of India shall be final and binding.

23. Arbitration : In the event of any dispute or differences between the firm and the this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to;

- (i) the construction of the terms and condition
- (ii) the respective rights and liabilities of the parties hereto thereunder
- (iii) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the office of the Comptroller and Auditor General of India New Delhi may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto.

34. The Contract shall be subject to the jurisdiction of competent courts of laws at Delhi / New Delhi

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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ANNEXURE-II

QUOTE YOUR PRICES

Sl. No.	Particulars	Unit	Quoted Prices (for Two years)
1.	Façade Windows Cleaning work of office at DDU Marg, New Delhi	Lumpsum*	
2.	Internal Atrium Window cleaning work of office at DDU Marg, New Delhi	Lumpsum*	
3.	Façade Glass Cleaning of Guest House on 4th floor, Main Building of the office at BSZ Marg, New Delhi	Lumpsum*	

{Before quoting the prices, the bidder should visit the sites between 3.00 p.m. and 4.00 p.m. on any working day before the last date of receipt of the tender}

Note:-

- (i) The Bidder shall be required to undertake **four jobs of cleaning** façade windows at DDU Marg, New Delhi / atrium cleaning of office at DDU Marg, New Delhi/ Façade glass cleaning of Guest House on 4th floor, Main Building of office at BSZ Marg, New Delhi **per year**.
- (ii) **Quarterly payments**, as worked out based on the total two years' cost quoted by the bidder shall be made to the Contractor, as defined in the Terms of Payments (Annexure-I) after deducting TDS, as applicable.
- (iii) The bidders shall quote price on lumpsum basis for the initial period of the contract i.e. for a period of two years from the date of award of Contract. The Contractor shall, be required to provide the required services as per the terms and conditions laid down in the notice inviting tender.
- (iv) Prices shall be valid for a period of two years and no increase in the prices shall be entertained during the currency of the Contract.
- (v) The prices should be free from any alteration, correction, overwriting etc., failing which the bid shall be summarily rejected.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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ANNEXURE-III

TENDER APPLICATION FORM

1.	Name of the Bidder Agency	
	Name and Designation of Person submitting Bid	
2.	Full Postal Address	
3.	Telephone Nos./	
	Mobile Nos/	
	Fax Nos.	
4.	Email	
5.	Date of Establishment of Firm	
6.	Nature of the Concern <i>(Copy of Registration should be attached)</i>	
7.	Registration No. <i>(attested / self-attested copy of registration / partnership deed / ownership deed should be attached)</i>	
8.	Whether the Bidder possess more than three years experience in the similar field in Government Department. <i>(If Yes, supporting document / experience certificates, duly attested, from the respective Government office should be attached)</i>	
9.	Details of Government Contracts executed during the last three years. (List of such contracts should be attached)	
10.	PAN Account No. <i>(attested /self-attested copy of PAN should be attached)</i>	
11.	Service Tax No. <i>(attested /self-attested copy of Service Tax should be attached)</i>	
12.	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

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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 quoted for 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 by me/us if any delay occur on my/agent's part or fail to provide the required services or in cases of non acceptance of work order or in cases of non submission of performance bank guarantee, within the appointed time and of desired quality.
4. I hereby undertake to provide the services, as per direction given in the tender document/work order/contract agreement within the stipulated period, failing which I am liable to be blacklisted / debarred by the office of the CAG of India.
5. I also declare that Government of India or any other Government body /PSU/Autonomous 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 any nature.

(Signature of the Bidder)

Date :-

Place:-

Designation :
(Office seal of the Bidder)