



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5865668
Dated/दिनांक : 28-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-02-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-02-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Director General Of Audit Infrastructure New Delhi
क्रेता ईमेल/Buyer Email	vikashkumar.comm@cag.gov.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Technology Consultants; AI CONSULTANT ON ROAD SAFETY; Yes; Hybrid(As specified in scope of work)
Contract Period/अनुबंध अवधि	1 Year(s) 6 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1278000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	63900

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	19

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PAO
OFFICE OF THE PAG (AUDIT), DELHI
(Pao)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Last 3 years average business revenue from consulting:12

Scope Of work:[1737719155.pdf](#)

Profile of Consultants:[1737719168.pdf](#)

Payment Terms:[1737719173.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Technology Consultants; AI CONSULTANT ON ROAD SAFETY; Yes; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Technology Consultants
Consultant's Profile	AI CONSULTANT ON ROAD SAFETY
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikash Kumar	110002,Indraprastha Estate,	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BID DOCUMENT

“Selection of Service Provider for E

xamination of Road Safety features on selected National Highway stretches using Artificial Intelligence Technology”

Through

Quality and Cost Based Selection (QCBS)

**FOR THE OFFICE OF
DIRECTOR GENERAL OF AUDIT, INFRASTRUCTURE,
NEW DELHI**

INTRODUCTION

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The office of the Director General of Audit (Infrastructure), New Delhi is responsible for the audit of Ministry of Road Transport and Highways (MoRTH) along with its Central Public Sector Enterprise (CPSE), National Highways & Infrastructure Development Corporation Limited (NHIDCL) and Statutory Corporation, National Highways Authority of India (NHAI) on behalf of the Comptroller and Auditor General of India.

This office is conducting an All India Performance Audit on 'Road Safety'. As a part of this performance audit, it has been envisaged to use Artificial Intelligence (AI) for identification and analysis of deficiencies in 'Road Safety' aspects which create hazards to the safety of road users.

For this work, this office wishes to engage AI Service Provider (the AI consultant) who will conduct the analysis of selected National Highways by using AI and highlight the deficiencies observed along with evidence in the form of Photos and videos summarized in the form of National Highway wise report and a consolidated report for all selected highways. The guidelines issued by Indian Road Congress (IRC) through IRC Codes would be the criteria against which deficiencies would be highlighted

EXPRESSION OF INTEREST (EOI) FOR SELECTION OF SERVICE PROVIDER FOR EXAMINATION OF ROAD SAFETY FEATURES ON SELECTED NATIONAL HIGHWAY STRETCHES USING ARTIFICIAL INTELLIGENCE TECHNOLOGY

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Annexure 3- Instructions to the Bidders

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Annexure 7- Notarized Affidavit form for Acceptance of Terms and condition of Bid.

Annexure 8- Notarized Affidavit form for Non- conviction and Blacklisting

Annexure 9- Notarized Affidavit form for having experience.

Annexure 10- Form of Articles of Agreement

Annexure 11- Form of Performance Bank Guarantee

Annexure 12 - Details of selected National Highway stretches

Annexure 13 - Format of Report

Annexure 14 - Notarized Affidavit form for providing required service

ANNEXURE-1

BID SUBMISSION FORM
(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

Date:

LETTER OF BID

To

.....
Office of the Director General of Audit (Infrastructure),
A wing, 3rd Floor, IP Bhawan N
ew Delhi-110002.

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 undertake to provide the **Service for Examination of Road Safety features on selected National Highway stretches using Artificial Intelligence Technology (01 Post)** to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 60 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 other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. 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)

SCOPE OF WORK

2.1 In each of the selected five states, viz. Uttar Pradesh, Rajasthan, Himachal Pradesh, Nagaland and Andhra Pradesh, one National Highway stretch each will be monitored for pointing out Road Safety issues using Artificial Intelligence Technology. The details of the National Highway stretches selected for monitoring are attached as **Annexure-12**. The junctions and intersections will have to be monitored also. The major issues required to be covered are as follows:

A. Pavement Quality Inspection:

Quality Analysis of Pavement with high resolution Road Defect Detection such as potholes, cracks, rutting, water logging etc. in conformation with IRC guidelines.

B. Analysis of road signages with conformation to the latest IRC guidelines.

Analysis of signages such as:

- a. Mandatory/Regulatory Signs such as "Stop" and "Give Way" signs (Right of way signs)"Prohibitory" signs "No Parking" and "No Stopping" signs "Speed Limit" and "Vehicle Control" signs "Restriction Ends" sign, and "Compulsory Direction Control" and other signs

- b. Cautionary/Warning Signs such as Left/Right Curve, Y-intersection, Cross Road, T-intersection, Merging Traffic Ahead, Narrow Road Ahead, Gap in Median, Pedestrian Crossing, School Ahead, Built Up Area, Lane Closures, Traffic Diversion on Dual Carriageway, Speed Breaker, Rumble Strip, Falling

Rocks etc.

c. Informatory/Guide Signs such as Direction and Place Identification signs, Facility Information signs, Parking Signs, and Other Useful Information Signs.

(The above-mentioned signages are indicative and the anomaly analysis should be based on the respective IRC guidelines.)

C. Identification and analysis of Road Pavement marking such as longitudinal markings, Diagonal and chevron markings, Bus and truck lane marking etc as per respective IRC guidelines. The anomalies such as faded pavement marking, absence of pavement marking, wrong type of pavement marking, incomplete pavement marking, faded lanes, faded kerbs, faded zebra crossing, faded speed breaker, culvert markings etc. should be included in analysis.

D. Identification and analysis of Traffic Control Devices/Road Safety Devices/Roadside Furniture defects for:

Shoulder and Median Kerbs

Zebra Crossing

Speed Braker

Drainage

Gap in Median

Streetlights

Bus bays

Truck lay byes

Delineators

Islands

Reflective Pavement Markers (Road Studs)

Traffic Impact Attenuators

Roadside safety barriers (crash barrier) &Median barriers

Pedestrian Facilities such as Footpath, Foot over bride, Pedestrian guardrails

Median vegetation

Trees

- E. Identification of potential blind spots on the highway**
- F. Identification and analysis of junction deficiencies as per IRC guidelines**
- G. Identification and analysis of road safety aspects of Vulnerable Road Users (VRUs) as per IRC guidelines**
- H. Any other road safety hazards like bottlenecks on the highway as per IRC guidelines**

2.2 Deliverables by the AI Consultant:

- A. A date wise schedule of performing the video recording exercise of the selected stretches.
- B. An Inception report detailing the methodology, approach, hardware and technology to be used for monitoring of Road stretches and identifying and analyzing the anomalies.
- C. A separate detailed report, as per the format (**Annexure 13**) given and as per the scope of work, for each of the selected Road Stretch detailing all the Road Safety issues. The report must be backed by valid video recordings and photographs.
- D. The dashboards, processed videos, excel reports of pavement anomalies, signage anomalies and furniture assets with their anomalies as per scope of work, hosted on cloud servers maintained by the consultant.
- E. A Final consolidated report summarizing the contents of all the five individual reports.
- F. All the reports must contain the signature of the Authorized signatories of the bidder’s firm/company/organisation.
- G. The bidder is required to submit all the report in duplicate. The report should be submitted via official email id of the firm to the official email id of this office which will be informed later. A hard copy of the report, if needed will also be required to be submitted.
- H. If any matter or issue is referred to the consultant for their observation or comment by the client, the consultant shall provide the same at the earliest.

Delivery Schedule

Milestones	Timeframe
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Submission of schedule along with Inception Report	Within 5 days of signing the contract agreement
Submission of Stretch wise Report along with relevant video and photos	Within 7 days of completing the video recording exercise of that stretch.
The dashboards, processed videos, excel reports of the work carried out as per the scope of work with their anomalies hosted on cloud servers	Within 7 days of completing the video recording exercise of that stretch.
Submission of Final consolidated report	Within 45 days of Signing the Contract Agreement.

**Extension of Time for submission of deliverables will be based on sole discretion of the Client.*

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ANNEXURE-3

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INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 Office of Director General of Audit (Infrastructure), Delhi hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) through Government e-Marketplace (GeM) from reputed firms dealing with Ministries/Govt. departments/CPSE/Authority/other Government organisations for providing consultancy **Service for Examination of Road Safety features on selected National Highway stretches using Artificial Intelligence Technology. The Bids will be evaluated on the principles of QCBS**

1.2 While all efforts have been made to avoid errors in the drafting of the bidding document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.

1.3 The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.

1.4 The bidder shall attach a copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.

1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the

Office of the Director General of Audit (Infrastructure), Delhi.

1.7 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 Director General of Audit (Infrastructure), Delhi. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

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2. MINIMUM ELIGIBILITY CRITERIA

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

a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. Proof for supporting the legal validity of the Bidder shall be submitted.

b. **Registration:** The Bidder should be registered with the Income Tax and Goods and Service Tax

c. **Experience:** The Bidder should have at least one year experience in providing Artificial Intelligence for monitoring Road assets, finding anomalies or identifying Road Safety issues in Ministries / Departments under Government of India/Central Public Sector Enterprises (CPSE)/Authorities & other Government organization and **Private organisations**. Minimum two Work orders of similar nature for the nature of work mentioned above should be submitted.

(In order to ensure the authenticity of the Work orders received from Private organizations, documents like copy of Earnest Money Deposit / Performance Bank Guarantee submitted /payment received details or other relevant documents shall be submitted along with the bid document.)

d. **Turnover:** *The Bidder should have minimum cumulative gross turnover of Rs 25 lakh (Rupees Twenty Five Lakh) for the last financial year i.e. 2023-24 and the current financial year i.e. 2024-25 (combined).*

e. The bidder is required to perform a pilot exercise on 10 km stretch of Mukarba chowk to Delhi border of NH-44 old NH-1. The starting point will be Mukarba Chowk and the pilot will be done for one side only. Th

e respective service lane will also be needed to be covered. The bidder will be required to cover all the aspects written in Scope of Work and submit a report, photographic evidences, processed video and excel reports for anomalies along with the bid documents.

2.1 **Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at (a), attested copy of Incorporation Certificate issued by the Companies Registrar/concerned authorities shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at (b), attested copy of PAN and GST Registration, shall only be acceptable.
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- (iii) In proof of having fully adhered to minimum eligibility criteria at (c), attested copy of work orders along with work completion certificates / ongoing work certificates issued by the Ministries / Departments under Government of India /CPSE/ Authorities or other Government organization will be accepted. A notarized affidavit shall also be required to be submitted. **(Annexure 9)**
- (iv) In proof of having fully adhered to minimum eligibility criteria at (d), attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed financial year i.e 2023-24 and/or proof of any payment received for the relevant Work shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at (e), A Report in the form of PDF along with all the other necessary deliverables signed by the Authorized signatory of the firm shall only be acceptable.

3. **EARNEST MONEY DEPOSIT:**

3.1 The bids shall be accompanied by an Earnest Money Deposit, 5 per cent of the estimated value in the form of Bank Guarantee/Demand Draft of State Bank of India as per bid document of GeM. The validity of the Bank Guarantee/Demand Draft should be valid for a period of forty-five days beyond the final validity period of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Office of the Pr. Accountant General, Delhi payable at New Delhi.**

3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to Office of the Director General of Audit (Infrastructure), Delhi on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. (Name of person to be given) In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.

3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.

3.4 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.

3.5 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.

3.6 The bids without Earnest Money shall be summarily rejected.

3.7 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.

3.8 **The bid security (earnest money deposit) may be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the bid document.
 - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - (d) In such case, the bidder is also liable to be debarred from future tendering.

3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of **60 days** from the last date of submission of Bids.

4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL

5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.

5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.

5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in **Clause 6 of Annexure 3** of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.

5.4 The Bidders are also required to submit earnest money deposit and all the affidavits in original as mentioned in **Clause 6 of Annexure 3** of the Bid Document in a sealed envelope superscribed "Bids for examination of Road Safety Features on selected National Highway stretches using Artificial Intelligence" in drop box at Reception, Office of the Director General of Audit (Infrastructure), A wing, 3rd Floor, I P Bhawan, Delhi-110002 or sent by post at the above highlighted address on or before the dates specified in the Bid document.

5.5 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.

5.6 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

5.7 The important dates are mentioned in Bid document.

6. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid:-

- a. **Annexure-1:** The Bidder shall be required to print "Bid Submission Form' as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure-7:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- c. **Annexure 8 :** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-8 to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- d. **Annexure-9:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has provided AI Consultancy services in the Ministries / Departments under Government of India/CPSE/other Government organizations.
- e. **Annexure-14:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-14 to the effect that **they have own trained manpower on their rolls to provide requisite services in accordance with the Bid Document**
- f. **Annexure 6: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal.
- g. **Earnest Money Deposit:** A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal as per clause 3 Annexure 3 of the bid document. The Bidder shall ensure that the original of the earnest money deposit /Exemption certificate is also submitted in the office as per the instructions of Clause 3 of Annexure-3.
- h. **Documents in support of Minimum Eligibility Criteria :** The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in the Bid Document

in support of their fulfillment of minimum eligibility criteria.

7. FINANCIAL BID:

7.1 The Bidder should quote rate in Indian Rupees only. If rate is not quoted in INR, the bid will not be valid and hence the same will be rejected.

7.2 The rate quoted shall be firm and final. The price should be inclusive of all i.e. Minimum Wages, EPF, ESIC, Bonus and other statutory charges arising from time to time.

7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The technical 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 in conventional manner.

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

9. TECHNICAL BID EVALUATION BASED ON QCBS

(i) In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Scope of Work and Quality of the Pilot Report submitted. Only those Applicants whose Technical marks as per the Technical evaluation criteria mentioned in the table below is 60 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. Applicants who have secured less than 60 marks shall be rejected. The Applicant with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows:

$$ST_x = 100 \times T/TM$$

(T = Technical marks scored as per below mentioned Technical Evaluation criteria)

(ii) The scoring criteria to be used for evaluation of Technical Proposal shall be as follows:

S. No	Evaluation Criteria	Maximum Marks	Details of Criteria :Allocation of Marks
1	Financial Capacity of Service Provider	20	<p>Cumulative Annual turnover for current financial year i.e 2024-25 and previous financial year i.e 2023-24 of the Applicant duly certified by statutory auditor/chart ered accountant.</p> <p>☐ \geq INR 75 lakh. (20 marks)</p> <p>☐ \geq INR 50 lakh and $<$ INR 75 lakh. (15 marks)</p> <p>☐ \geq INR 25 lakh and $<$ INR 50 lakh. (10 marks)</p>
2	Service Provider Capability: Scale of Experience	20	<p>Total number of Work orders/Work completion certificates/ongoing Work certificates related to use of AI on Road Safety issued by the Ministries / Departments under Government of India/CPSE/Authority/other Government organization/private organizations etc during 2024-25, 2023-24 and 2022-23</p> <p>☐ \geq 6 work orders (20 marks)</p> <p>☐ \geq 4 work orders and $<$ 6 work orders (15 marks)</p> <p>☐ \geq 2 work orders and $<$ 4 work orders (10 marks)</p>
3	Quality of the Report submitted on Pilot basis	60	<p>The report submitted for Pilot study as mentioned in the Minimum Eligibility criteria will be analysed for inclusion of all the elements mentioned in the Scope of work. The Tender Evaluation Committee will analyse the report along with the other necessary deliverables submitted. Marks will be given based on the quality and coverage of Report submitted. Bidder with the best quality report ensuring maximum coverage will be allotted the maximum marks.</p>

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10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

10.2 Mere becoming the most technically qualified bidder, prior to financial bid scrutiny will not give any right to that bidder to claim that he is successful in the bidding process.

Evaluation of Financial Proposal

- a) In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).
- b) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price, shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

Combined and Final Evaluation

- 1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified.

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the Director General of Audit (Infrastructure), Delhi reserves all rights to reject any bid 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 Director General of Audit (Infrastructure), Delhi in this regard shall be final and binding.

11.2 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.

11.3 The competent authority of the office of the Director General of Audit (Infrastructure), Delhi 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.

11.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Director General of Audit (Infrastructure), Delhi 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.

11.5 The office of the Director General of Audit (Infrastructure), Delhi may terminate the Contract if it is found that the Contractor/bidder is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

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

12.1 After determining the successful Bidder, Client shall issue a Letter of Acceptance (LoA), in duplicate, to the bidder 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.

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

12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

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

13.1 The Earnest Money Deposit of the unsuccessful bidders in the **technical Bid evaluation stage** shall be returned along with their unopened financial bids within thirty (30) days after opening of the eligible financial Bids.

13.2 The Earnest money Deposit of the unsuccessful bidders in the **financial bid evaluation stage** shall be returned within thirty (30) days, on award of contract to the Successful bidder.

13.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.

13.4 No interest shall be payable on the Earnest Money Deposit returned to unsuccessful bidders.

ANNEXURE-4

GENERAL CONDITIONS OF CONTRACT (GCC)

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 **AI Consultancy service** (including manpower and **equipment**) has been awarded and the Client “Office of the **Director General of Audit (Infrastructure), Delhi**

Letter of Acceptance

Shall mean the intent of the Client to engage the successful bidder for providing **AI Consultancy service**.

Notice to Proceed

Shall mean the date at which the **AI Consultancy service** are to commence.

‘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 to whom the work of providing Service Provider for

g Examination of Road Safety features on selected National Highway stretches using

Artificial Intelligence Technology services 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 or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. 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.

1.2.2 If the Contractor receives enquiries from Press / News / Media / Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India, a sum equivalent to 5% of the accepted contract value in favour of Pay and Accounts Officer, Office of the Pr. Accountant General (Audit), Delhi payable at New Delhi.

2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Director General of Audit (Infrastructure), Delhi 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 Director General of Audit (Infrastructure), Delhi 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 Director General of Audit (Infrastructure), Delhi 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 Director General of Audit (Infrastructure), Delhi shall be entitled to make other arrangements at the risk, cost 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 co

condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide AI Consultancy service at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 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 Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Three (03) 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.

4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

5.1 The Contractor shall be providing Service Provider for Examination of Road Safety features on selected National Highway stretches using Artificial Intelligence Technology as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

6. COMMENCEMENT OF SERVICES

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

6.1 Submission of Performance Bank Guarantee.

6.2 The Contractor shall commence service within 5 days from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 To carry out Road Safety examination of selected highway stretches as per requirement of the client.
- 7.2 To carry out changes as per requirement of the client and submit final report within the given timelines along with all supporting evidences.
- 7.3 To Integrate RA Dashboard, if required, at its own cost.
- 7.4 To carry out the entire work at its own and handover the entire data to client without any extra cost. In case, data requires cloud storage, the same shall be provided by the bidder without any charge.
- 7.5 To arrange all necessary hardware or software for work execution at its own.
- 7.6 To get all Permissions and clearances, if any, required for completion of work.
- 7.7 To submit an undertaking that all the relevant statutory compliances related to labor laws, EPFO, ESIC etc will be the responsibility of the bidder.
- 7.8 The Service Provider shall strictly observe the instructions issued by the office implementing the Contract from time to time.
- 7.9 This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the engaged personnel.

8. Contractor's liability

- 8.1 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 the AI Consultancy service to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or

assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 To provide the format of Report.
- 9.2 To provide As-Built signage drawings of highway stretches wherever available, if required.

10. PAYMENTS

Milestone	Payment release
Submission of five Reports along with relevant videos and photos	50% of the contract price
Submission of final consolidated Report along with relevant videos, photos, dashboard and all other deliverables	25% of the contract price
Twelve months from the submission of final consolidated report	25% of the contract price

10.1 Payment will be released after confirming the quality of the report as per the Work schedule and deliverables promised. Payment will be withheld/deducted if the quality of the report is not as per the work schedule and all the deliverables promised are not delivered as per the stated schedule. The amount withheld/deducted will be calculated based on per kilometer cost of the project.

- 10.2 Per Kilometer cost will be calculated by dividing Total cost of the project by total Kilometer of Road stretches selected for survey.
- 10.3 Price Escalation shall not be applicable.
- 10.4 The prices shall be exclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 10.5 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 10.6 Client shall be entitled to deduct in accordance with Applicable Law

w, 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

10.7 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.

10.8 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees

11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

11.1 "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:

11.1.1 War, hostilities, invasion, act of foreign enemy and civil war;

11.1.2 Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

11.1.3 Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

11.1.4 Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not 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:

11.2 The date of commencement of the event of Force Majeure.

11.3 The nature and extent of the event of Force Majeure.

11.4 The estimated Force Majeure Period,

11.5 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.

11.6 The measures which the Affected Party has taken or propose

s to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

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

12. TERMINATION

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

12.1 The other party is in any material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within five days of receiving notice of such breach: or

12.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor:

12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, 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 the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

12.2.2 If the Contractor does not provide AI Consultancy services satisfactorily as per the requirements of the Client or / and as per the Schedule of Deliverables.

12.2.3 The Contractor goes bankrupt and becomes insolvent.

13. 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 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)

14. INSOLVENCY

14.1 The competent authority of the office of the Director General of Audit (Infrastructure), Delhi 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 conveyance 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

- 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 or Manager on behalf of the debenture holder shall be appointed, or circumstances shall have arisen which entitle 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.

15. CURRENCIES OF BID AND PAYMENTS

15.1 The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

16. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

16.1 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 will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client 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 will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

16.2 **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.

17. **CORRUPT OR FRAUDULENT PRACTICES**

17.1 The Contractors shall observe the highest standard of ethics during the period of the contract.

17.2 The Client shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

17.3 The Client will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for his bid, or in executing the contract.

17.4 The Client shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

ANNEXURE-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained General Conditions of the Contract (GCC).

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as per performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **BREACH OF CONTRACTUAL OBLIGATIONS:**

Any incidents considered as a breach of contract will result in immediate termination of services. The Client shall have the right to terminate the contract effective immediately by giving written notice to the service provider if, the service provider breaches any material provision of this contract where that breach is not capable of remedy, or if the service provider breaches any provision of this contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

4. **PENALTIES**

4.1 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken within three days, penalty of 0.1% of contract value/- per day per complaint will be imposed by invoking penalty clause.

4.2 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to the event of Contractor failing to provide AI consultancy service as per the contract/ delay in submission of deliverables, the Client shall make deductions of 0.1% of contract value per day subject to maximum penalty of 10 % of contract value.

5. **Location & Area -**

Location of the office: Office of the Director General of Audit (Infrastructure), Delhi, A wing, 3rd Floor, Y shape building, Indraprastha Bhawan, Delhi- 110002. (Area: Approx. 15,000 Sq. ft covering A wing, 3rd Floor, I P Bhawan, Room no.-310-315, C wing, 3rd Floor, I P Bhawan & Room no. - B-424, 4th Floor, I P Bhawan)

CONFIDENTIALITY

ü The phone number and movement plans of the client shall not be given to anyone.

ü The following information about the client shall not be given to anyone

ü Car make, color and number of any officer(s)/official(s).

ü Telephone no./ any other information.

- ü Location and movement plans.
- ü Meetings and conference schedules.
- ü Site plan of the premises.
- ü Travel details of the clients.
- ü Assets of the office.

TELEPHONE HANDLING

ü The Contractor’s employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

ANNEXURE-6 TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt/Ms.....
.....
3. Designation of the authorized person submitting the Bid.....
.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
.....
5. Address of the firm
.....
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
....
7. Mobile No. of the person submitting the Bid.....
.....

8. E-mail of the person submitting the Bid.....
 .
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other - Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number

16. Permanent Income Tax number, Income Tax circle ...
17. GST No.
18. Particulars of EMD
 - i) Demand Draft / Bank Guarantee No.....

 - ii) Date.....

 - iii) Name of Bank.....

 - iv) Address of Bank.....

 - v) Validity of BG/DD.....

.....

19. Description of similar work of providing AI consultancy services in Government Departments/Organisations

Description	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence up (Yes/No)

20. **Details of Uploaded Documents**

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last year Balance Sheet	Yes/No
5.	Copies of ITR for the last year/proof of income last year from the same category of work	Yes/No
6.	Experience Certificates and Work orders	Yes/No
7.	Annexure-1	Yes/No
8.	Annexure-6	Yes/No
9.	Annexure-7	Yes/No
10.	Annexure-8	Yes/No
11.	Annexure-9	Yes/No
12.	Annexure-14	Yes/No

Dated

h Stamp

Signature of Bidder along with

Name of the Bidder.....

ANNEXURE-7

UNDERTAKING FOR ACCEPTANCE OF TERMS AND CONDITION OF BID

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the Bid Document No..... dated... .. and undertake to comply with them unconditionally.
2. That 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. That I/We give the rights to the competent authority of the office of the Office of the Director General of Audit (Infrastructure), Delhi to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of each of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Director General of Audit (Infrastructure), Delhi to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.

5. That I/We also give rights to the competent authority of the office of the Director General of Audit (Infrastructure), Delhi to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

Place:

Date:

Signature of Bidder along with Stamp

Name of the Bidder.....

ANNEXURE-8
UNDERTAKING FOR NON-CONVICTION AND BLACKLISTING
(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in Office of the Director General of Audit (Infrastructure), Delhi as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, the office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Signature of Bidder along with Stamp

Name of the Bidder.....

**ANNEXURE-9
UNDERTAKING FOR MINIMUM EXPERIENCE**

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

(i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document

No.....dated.....

(ii) That my agency M/s.....has at least one year of experience for providing AI Consultancy service in Ministries / Departments under Government of India/CPSE/other government organisations

Place:

Date:

Signature of Bidder along with Stamp

Name of the Bidder.....

ANNEXURE-10

CONTRACT AGREEMENT NO.....-.....DATED

THIS AGREEMENT is made on..... between **Director (....), Office of the**

Director General of Audit (Infrastructure), Delhi (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to 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 AI Consultancy service to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS the Client invited bids through GeM Portal, vide Notice Inviting Tender for AI Consultancy service under Bid Document No.....dated ..**

- II. **AND WHEREAS the Contractor submitted his bid vide.....**
.....in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services 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 AI Consultancy service (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.**

- V. **AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for AI Consultancy service. in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.**

- 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 Bid Documents for providing AI Consultancy service, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- VIII. **AND WHEREAS** 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) Notice to Proceed (NTP) issued by the Client
 - (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 to 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 DGA (Infra.), Delhi

**(Authorised Signatory)
(Authorised Signatory)**

**ANNEXURE-11
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 Director General of Audit (Infrastructure), Delhi having its office at IP Bhawan, IP Estate, New Delhi (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 the performance, execution and providing of **AI Consultancy service** shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [*insert reference number of the Bid Documents*] dated [*insert date of issue of Bid 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% (Five 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 Contract period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (hereinafter 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 shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG 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:

Bank

Corporate Seal of the Bank

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

**ANNEXURE-12
DETAILS OF SELECTED NATIONAL HIGHWAY STRETCHES**

State	District	Name of Stretch	Number of Lanes	Total Length	Chainage wise details for AI C consultant	Length for AI B HS	Two lane Service road length in 20 KM
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UP	Varanasi	Operation and Maintenance of 6 Laning of Handia to Rajatalab Section from Km 712.900 to Km 785.544 of NH-2 (New NH-19) on Hybrid Annuity Mode in the State of Uttar Pradesh.	6	72.644	Starts from 765.544 to 785.544 Km	20	13 Kms on BHS
HP	Solan	Four Laning of Parwanoo- Solan Section NH-22 (New NH-05) from Km 67.000 to Km 106.139, under NHDP phase-III on EPC basis in the State of Himachal Pradesh	4L	39.14	starts from 86.139 to 106.139	20	6.5 Kms on BHS
Nagaland	Chumoukedima	Dimapur- Kohima -I	4	15	Starts From 123.840 to 138.775	15	No Service Road
Andhra	Kakinada	Annavaram - Diwancheruvu (km 830.525 to km 901.500) under TOT Bundle - 1	4	70.98	Start from 830.525 to 850.525	20	RHS-1898 m LHS -2073 m
Rajasthan	Udaipur	Gomati Chouraha - Udaipur Section	4	83.1	Start from 240.100 to 260.100	20	1.25 Kms on BHS

**ANNEXURE-13
FORMAT OF REPORT (IRC SP 88-2019)**

Safety Concerns & Anomaly Finding

	Description (Heading of Main anomaly)	Description of Deviation from IRC	Image with geolocation data	Chainage
1	Main Heading			
1.1	Subheading Description			
1.2	Subheading Description			
1.3	Subheading Description			
2	Main Heading			
2.1	Subheading Description			
2.2	Subheading Description			
2.3	Subheading Description			

ANNEXURE-14

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10 /-)

A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard

copy should be delivered alongwith other documents as per the timelines of the bid

document.

(i) That I, the undersigned undertake that my agency M/s _____ have its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. /.....

(ii) I also undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per prevailing Govt. orders and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....
.....

Name of the Bidder.....

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---