



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5873761 Dated/दिनांक : 03-02-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-02-2025 14:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	13-02-2025 14:30:00	
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	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 KM x 360 HOURS; Local 24*7	
Contract Period/अनुबंध अवधि	1 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक 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		
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/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड 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	2880000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	86400

#### 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).	15

- (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 है। 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:

OFFICE OF THE PAG (AUDIT), DELHI

### **UIN Number NCTGC2415P**

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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 online 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

Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):5

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):5

Minimum years (up to 5 years) of experience in related field:5

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a

government agency in the past three years:5

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies: 5

**Geographic Presence in States:**DELHI AND NCR

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::15

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package 50

Scope of Work: 1738569859.pdf

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-02-2025 12:00:00	Office of the Director General of Audit (Infrastructure), New Delhi A wing, 3rd Floor, Indraprastha Bhawan, New Delhi 110002

# Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 KM X 360 HOURS; Local 24\*7 ( 5 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Ciaz , Honda City , Hyundai Verna
Usage Variant	2500 KM x 360 HOURS
Type of Service	Local 24*7
Year of Vehicle Model	2023 , 2024 , 2025
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
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	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Vikash Kumar	110002,Indraprastha Estate,	5	Duration in Months for which service is required : 12

## 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

#### कार्यात्रय

महानिदेशक लेखापरीक्षा (अवसंरचना), नई दिल्ली

क्रमांक एडमिन.III/4-2/12-13/वॉल्यूम-II

दिनांक: /01/2025

विषय:-इस कार्यालय में उपयोग के लिए पूर्णतः संविदात्मक अविध पर 05 निरीक्षण वाहनों को किराए पर लेने के लिए अतिरिक्त नियम एवं शर्ते।

प्रतिष्ठित ट्रैवल एजेंटों और टैक्सी ऑपरेटरों को जेम जीटीसी एवं एसएलए के अलावा निम्नलिखित अति रिक्त नियमों और शर्तों के अनुसार दिल्ली और एनसीआर में यात्रा के लिए महानिदेशक लेखापरीक्षा (अवसं रचना), नई दिल्ली के कार्यालय के लिए पाच (05) निरीक्षण वाहनों की भर्ती के लिए आमंत्रित किया जाता है:-

- संविदाकर्ता एसी लगे वाहन, 'प्रीमियम सेडान' अधिमानतः मारुती सिआज़ (Must be lower th an Maruti Ciaz Smart Hybrid Sigma 1.5L 5MTT )और साफ बाहरी, आंतरिक और अच्छी चलने वाली स्थिति प्रदान करेगा, जिसे वे किराए की अवधि के दौरान भी बनाए रखेंगे। उपलब्ध कराए गए वाहन 2023 से पहले के मॉडल के नहीं होने चाहिए और जीपीएसवाहन ट्रैकिंग उपकरणों से / युक्त होने चाहिए
- 2. ठेंकेदार को पिछले तीन वर्षों में राष्ट्रीय राजधानी क्षेत्र दिल्ली में स्थित किसी भी सरकारी विभाग में समा न प्रकृति का कार्य सफलतापूर्वक पूरा करना चाहिए जिसके लिए सतोषजनक कार्य निष्पादन सर्टिफिकेट अनिवार्य रूप से बिड के साथ देना अनिवार्य है तथा पिछले तीन वर्षों में औसत कारोबार Rs 50.00 I

akh होना चाहिए।

- 3. किसी भी घटना की स्थिति में संविदाकर्ता को चालक का प्रतिस्थापन उपलब्ध कराना होगा। विभाग को किसी भी ऐसे चालक को हटाने के लिए संविदाकर्ता से कहने का अधिकार है, जो सक्षम या अनुशासित नहीं पाया गया। यदि आवश्यक हो तो चालक बोर्डिंग, उतरने और बैग, सामान आदि को संभालने में सह ायता प्रदान करेगा।
- 4. किसी भी वाहन के खराब होने की स्थिति में, संविदाकर्ता को खराब वाहन को एक घंटे के भीतर बदलना होगा, ऐसा न करने पर महानिदेशक लेखापरीक्षा अवसंरचना)), नई दिल्ली को संविदाकर्ता के खर्च पर किसी अन्य स्रोत से वाहन किराए पर लेने का अधिकार है। Rs 3,000/- प्रति दिन शुल्क के हिसाब से जुर्माना लगाया जाएगा जिसे मासिक बिल से काटा जाएगा।

5. उपलब्ध कराया गया वाहन भारत में लागू कानूनों के पालन में होना चाहिए।

- 6. संविदाकर्ता विभाग को वाहनों का पूरा विवेरण, आरसी पुस्तकों की प्रमाणित प्रतियां, विस्तृत बीमा पॉल िसियों के साथसाथ तैनात चालकों का पूरा विवरण-, उनके पते और उनके ड्राइविंग लाइसेंस की प्रतियां प्रदान करेगा।
- 7. यदि निविदाकर्ता निविदा की स्वीकृति की शर्तों को पूरा करने के लिए जानबूझकर गलत जानकारी देता-है, तो बोली अस्वीकार कर दी जाएगी। बोलीदाता को बयाना राशि जमा की एक प्रति स्कैन करनी चाहिए और इसे जेम पोर्टल के माध्यम से ऑनलाइन अपलोड करना चाहिए। बयाना राशि जमा की मूल प्रति बो लियों को अपलोडिंग के समापन के समय या उससे पहले विरष्ठ लेखा परीक्षा अधिकारी प्रशासन)), DG A कार्यालय अवसंरचना)), ए विंग, तृतीय तल, आईपी भवन, नई दिल्ली-110002 को भेजी जानी चा हिए। ईएमडी की मूल प्रति स्पीड पोस्ट या पंजीकृत डाक से भेजी जा सकती है। इसे व्यक्तिगत रूप से भी सौंपा जा सकता है। बोलियों को अपलोड करने के समापन से पहले ईएमडी प्राप्त न होने की स्थिति में, बोली नहीं खोली जाएगी। बोली लगाने वाले, जो जीएफआर, 2017 के नियम-170 के अनुसार ईएमडी जमा करने से छूट पाने के पात्र हैं, उन्हें जेम पोर्टल के माध्यम से तकनीकी बोली के साथ दस्तावेजी प्रम ाण ऑनलाइन अपलोड करना चाहिए।
- 8. संविदाकर्ता ऐसे किसी चालक को तैनात नहीं करेगा जिसने अठारह वर्ष की आयु पूरी नहीं की हो। संविद ाकर्ता को अपनी लागत पर समयसमय पर लागू विभिन्न श्रम कानूनों/अधिनियमों/नियमों के तहत -निर्धारित सभी वैधानिक प्रावधानों का पालन करना होगा। श्रम कानूनों या संविदाकर्ता द्वारा लागू किसी अन्य कानून के तहत ऐसे किसी वैधानिक प्रावधान के उल्लंघन के मामले में, विभाग पर कोई दायित्व नहीं होगा।
- 9. चालक को दिल्ली और एनसीआर के मार्गों और स्थान से अच्छी तरह वाकिफ होना चाहिए और उसे पत ा होना चाहिए कि जीपीएस के साथ कैसे काम करना है।
- 10. विभाग समझौते की अविध के दौरान और समझौते की अविध की समाप्ति के बाद संविदाकर्ता के किसी भी कार्मिक को रोजगार प्रदान करने के लिए किसी कानूनी बाध्यता के अधीन नहीं होगा और विभाग औ र संविदाकर्ताएजेंसी द्वारा तैनात किमयों के बीच किसी नियोक्ता-कर्मचारी संबंध को मान्यता नहीं देता है/
- 11. कोई भी व्यक्ति जो सरकारी सेवा में है या इस विभाग का कर्मचारी है, उसे संविदाकर्ता द्वारा प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी तरह से संविदा में भागीदार नहीं बनाया जाना चाहिए।
- 12. संविदाकर्ता विभाग को अन्य सभी नुकसानोंप्रभारों के लिए क्षितिपूर्ति देगा/, जिसके लिए सरकारविभाग/ को उत्तरदायी ठहराया जा सकता है या संविदाकर्ता या उसके कर्मचारियों या उसके नियंत्रण में किसी व् यक्ति की लापरवाही के कारण भुगतान करना होगा, चाहे वह दुर्घटनाचोट अथवा जनता के किसी भी स/ दस्य या किसी व्यक्ति की संपत्ति को नुकसान या कार्य को निष्पादित करने में या अन्यथा और सभी दाव ों और मांग के संबंध में हो। कर्तव्यों के पालन केदौरान संविदाकर्ता द्वारा तैनात चालक या व्यक्ति को किसी भी चोट के लिए विभाग वितीय रूप से या अन्यथा जिम्मेदार नहीं होगा।

13. विभाग बिना कोई कारण बताए संविदा समाप्त करने का अधिकार सुरक्षित रखता है।

- 14. वाहनों को एनसीटी दिल्ली सरकार के पिरवहन विभाग द्वारा निर्धारित प्रदूषण मानदंडों, यदि कोई हो, के अनुरूप होना चाहिए।
- 15. संविदाकर्ता सार्वजनिक अवकाश, शनिवार आदि सहित विभाग की आवश्यकता के अनुसार वाहन उपल ब्ध कराएगा जिसके लिए कोई भी अतिरिक्त भुगतान नहीं किया जाएगा।
- 16. वाहन और चालक इयूटी रोस्टर के अनुसार हर समय उपलब्ध रहेंगे और पूर्व अनुमति के बिना इयूटी क ा स्थान नहीं छोड़ेंगे।
- 17. वाहनों और ड्राइवरों का संचालन और कार्य मोटर वाहन अधिनियममोटर वाहन नियम और दिल्ली मोट/ र वाहन नियम द्वारा शासित होंगे और ये ठेकेदार की जिम्मेदारी होगी।

18. वाहन को साफ सुथरा, कीड़ों और दुर्गंध से मुक्त रखा जाना चाहिए और प्राथमिक चिकित्सा बॉक्स, अग् निशामक यंत्र और अन्य बुनियादी सुविधाओं से सुसन्जित होना चाहिए। माइलेज के साथसाथ समय की गणना दिन के शुरुआती पिक-अप बिंदु से की जाएगी। समापन समय और माइलेज अंतिम गंतव्य ह ेोगा जहां दिन के लिए आधिकारिक यात्रा समाप्त होती ह। ड्राइवरों को दोपहर के भोजननाश्ते या चार्ज/िंग आदि के लिए ईंधन भरने के लिए कोई माइलेज की अनुमति नहीं दी जाएगी।

19. उपलब्ध कुराए गए वाह्न बहुत अच्छी स्थिति में और चुलूने लायक होने चाहिए। यदि वाहन निर्दिष्ट मॉ

डल का नहीं है यानी वर्ष मॉडल से प्राना है 2023, तो निविदा अस्वीकार कर दी जाएगी।

20. दरों को 2500 किलोमीटर प्रति माँह और 360 घंटे के हिसाब से, शनिवार, रविवार और अवकाशों सिह त, मासिक आधार पर किराए पर लिया जाना चाहिए। वाहन एक दिन में 200 किलोमीटर से अधिक भी चला सकता है। सेवा प्रदाता यह समझता है कि द्वारा उद्भृत दरें ईंधन/चार्जिंग लागत, रात्री शुल्क (यदि रा त्री सेवा हो), जीएसटी और सेवा शुल्क सिहत हैं। जीएसटी का भुगतान केवल संबंधित अधिकारियों के साथ पंजीकरण का प्रमाण प्रस्तुत करने के बाद किया जाएगा।

21. यदि किसी माह में वाह्न किलोमीटर से कम् चला हो तो उक्त माह के 250 किलोमीटर तक सीम 2500

ित शेष किलोमीटर को संचयी रूप से अगले माह में ले जाया जाएगा।

22. वाहन को किराये पर लेने के लिए भुगतान ड्राइवर द्वारा रखी गई लॉग बुक और लॉग शीट के आधार पर किया जाएगा जिसे वाहनों का उपयोग करने वाले अधिकारी द्वारा विधिवत अनुमोदित किया जाएगा।

23. अनुबंध की अविध के दौरान कार्यालय की आवश्यकता के अनुसार वाहनों की संख्या बढ़ाने या घटाने क ा अधिकार इस कार्यालय के पास सुरक्षित है।

24. विभाग अनुबंध से आयकर अधिनियम की धारा -194सी के तहत स्रोत पर आयकर की कटौती करेगा या उसमें शामिल आय पर आयकर के रूप में प्रचलित दरों पर कटौती करेगा।

- 25. एक प्री-बिड मीटिंग 07.02.2024 को 12:00 AM पर आयोजित की गई है, जिसमें विक्रेताओं को कार्यालय की कार्यप्रणाली और आवश्यकताओं से अवगत कराया जाएगा। बिडर/वेंडर का इस मीटिंग में भाग लेना अनिवार्य है। यदि कोई विक्रेता इसमें भाग नहीं लेता है, तो उनके बिड को सीधे तौर पर अस्वीकार कर दिया जाएगा।
- 26. िकसी भी विवाद की स्थिति में, महानिदेशक लेखापरीक्षाप्रधान निदेशक लेखापरीक्षा/, अवसंरचना का न िर्णय अंतिम और दोनों पक्षों के लिए बाध्यकारी होगा। ऐसे विवाद के घटित होने के दिनों के भीतर 15 विवाद का कारण लिखित रूप में उसे प्रस्तुतिकया जाना चाहिए। निर्णय के प्रयोजन के लिए, यदि अव सर उत्पन्न होता है, तो उपयुक्त न्यायालय का क्षेत्राधिकार दिल्ली होगा।
- 27. विक्रेता के कार्यनिष्पादन की तिमाही आधार पर समीक्षा की जाएगी तथा संतोषजनक कार्यनिष्पादन के आधार पर अनुबंध को एक वर्ष के लिए बढ़ाया जा सकता है। विक्रेता द्वारा असंतोषजनक प्रदर्शन के माम ले में, GeM नीतियों के अनुसार कार्रवाई की जाएगी एवं अनुबंध को समय से पहले समाप्त किया जा सकता है।

वरिष्ठ लेखापरीक्षा अधिकारी

(प्रशासन-III)

#### Office of the

## Director General of Audit (Infrastructure), New Delhi

Subject:-Additional Terms & Conditions for Hiring of 05 Inspection Vehicles pure ly on the contractual term for use in this office.

Reputed travel agents and taxi operators are invited for the hiring of Five (05) I nspection Vehicles for o office of the Director General of Audit (Infrastructure), New Delhi for travel in Delhi and NCR as per the following additional terms and conditions in addition to GeM, GTC, and SLA:-

- 1. The contractor shall provide the AC fitted vehicles preferably 'Premium Seda n'- Maruti Ciaz ( **Must be lower than Maruti Ciaz Smart Hybrid Sigma 1.5 L 5MTT** ) and neat exterior, interior, and good running condition which they sh all also maintain during the period of hire. The vehicles provided should not be of model prior to 2023 and should be enabled with GPS/Vehicle tracking devices
- 2. The contractor must have successfully completed similar nature of work in an y government department located in the National Capital Region (NCR) of Delhi within the last three years. A satisfactory performance certificate from the concerned department is mandatory and must be submitted with the bid. Additionall y, the contractor's average annual turnover over the past three years should be at least ₹50 lakh.
- 3. The Contractor will have to provide the replacement of the Driver in case of a ny eventuality. The Department has the right to ask the Contractor for the remo val of any Driver, who is not found competent or disciplined. The Driver shall pr ovide assistance in boarding, disembarking, and handling of bags, baggage etc. if required.
- 4. In case of breakdown of any vehicle, the contractor shall replace the breakdo wn vehicle within one hour failing which the Director General of Audit (Infrastru cture), New Delhi, has the right to hire the vehicle from any other sources at the expense of the contractor and a penalty of Rs. 3,000/- per day shall be imposed and deducted from the monthly bill.
- 5. The vehicle provided should comply with the laws in force in India.
- 6. The contractor shall provide the department with complete details of the vehi cles, certified copies of the RC books, comprehensive insurance policies as well as full details of deployed drivers, their addresses and copies of their driving lice nses.
- 7. If the tenderer gives wrong information deliberately to meet conditions for ac ceptance of the tender, the bid is liable for rejection. The Bidder should scan a c opy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Audit Officer (A dmn.), Office of the DGA (Infrastructure), A wing, 3rd Floor, IP Bhawan, New Del hi-110002 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 han ded over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should upload documentary proof thereof along with a technical bid online through GeM Portal.
- 8. The contractor shall not deploy any driver who has not completed eighteen y ears of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules in force from time to time at his ow n cost. In case of violation of any such statutory provisions under Labour Laws o r any other law applicable by the Contractor, there will not be any liability on the Department.
- 9. The driver shall be well versed with routes and locations in NCT of Delhi & NC

R and he should know how to operate with GPS.

- 10. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor during the period of the agreement and a fter the expiry of the agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.
- 11. Any person who is in Government service or an employee of this Departmen t should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- 12. The contractor shall indemnify the Department against all other damages/c harges for which the Government/Department may be held liable or pay on acc ount of the negligence of the contractor or his staff or any person under his cont rol whether in respect of accident/injury to the person or damages to the proper ty of any member of the public or any person or in executing the work or otherw ise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
- 13. The Department reserves the right to terminate the contract without assigning any reason.
- 14. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
- 15. The contractor shall provide vehicles as per the requirement of the Departm ent including public holidays, Saturdays and Sundays. No extra payment shall be made except for extra kilometres more than the monthly limit.
- 16. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
- 17. Operation and function of vehicles and Drivers shall be governed by Motor V ehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
- 18. The vehicle should be kept in clean and tidy condition, free of pests and odo ur and should be equipped with a first aid box, fire extinguishers, and other basi c amenities. The mileage as well as time shall be calculated from the initial pick -up point of the day. The closing time and mileage shall be the last destination where the official journey ends for the day. No mileage shall be allowed to drive rs for lunch/breakfast or for filling fuel for charging etc.
- 19. Vehicles provided should be in very good condition and road worthy. If the v ehicle is not of the specified model i.e. older than the 2023 year model, the ten der is liable to be rejected.
- 20. Rate should be quoted for hiring on a monthly basis for 2500 kilometres per month for 360 hrs **including Saturday, Sunday and Holidays**. The vehicle m ay ply for more than 200 KMs per day also. The service provider understands th at the rate quoted by him/her are inclusive of Fuel/Charging costs, Night charge s, in case of night services, GST and Service charges. The payment for GST will be made only after the submission of proof of registration with the concerned a uthorities.
- 21. In case, if in a month vehicle run below 2500 kilometres. The remaining kilo metre restricted to 250 km of the said month would be carried forward to the following months cumulatively.

- 22. The payment towards hiring of the vehicle will be made on the basis of log b ook and log sheet maintained by the driver which would be duly approved by the officer utilizing the vehicles.
- 23. This office reserve the right to increase or decrease the number of vehicles during the period of the contract as per the requirement of the office.
- 24. The Department will deduct Income tax at source under Section 194-C of the Income Tax Act from the contract or at the prevailing rates of such sum as income tax on the income comprised therein.
- 25. A pre-bid meeting has been scheduled on 07.02.2024 at 12:00 AM to acquaint the vendors with the requirement of the office. It is mandat ory for bidders/vendors to attend this meeting.
- 26. In case of any dispute, the decision of the Director General of Audit/Principal Director of Audit, Infrastructure shall be final and binding upon both parties. The cause of the dispute, in writing, must be presented to him within 15 days of the occurrence of such dispute. For the purpose of adjudication, if occasion arises, the jurisdiction of the appropriate court shall be that at Delhi.
- 27. The performance of the vendor will be reviewed on quarterly basis and bas ed on the satisfactory performance the contract may be extended for one more year. In case of unsatisfactory performance by the vendor, action will be taken as per GeM policies and the contract may be terminated prematurely.

er (Admn.III)

Sr. Audit Offic

#### format of AGREEMENT FOR HIRING OF INSPECTION VEHICLE

- Second party shall provide 05 'Premium Sedan'- Maruti Ciaz ( Must be lower than Maruti Ciaz Smart Hybrid Sigma 1.5L 5MTT ) vehicle which year of vehicle model should not be older than the 2023 and should have commercial Taxi cab registration no. of Delhi and should be enabled with G PS/Vehicle Tracking Devices @ Rs....../-(Inclusive of GST) per vehicle per month.
- 2. The vehicle shall be driven by driver having valid commercial LMV driving licence, the copies of which should be provided within one week of the con tract. It should be ensured that the drivers are well mannered, courteous, dressed in uniform and punctual in reporting for duty.

- 3. The vehicle should confirm to the pollution norms and have comprehensive Insurance.
- 4. The taxi will be hired on monthly basis and the second party shall provide t he vehicle as per requirement of the department including public holidays, Saturdays and Sundays.
- 5. The duration of service by taxi will normally be 12 hrs. (Twelve hours) per day, but for the purpose of billing the extra hours will be counted on month ly basis.
- 6. The driver shall be well versed with routes and location in NCT of Delhi and he should know how to operate with GPS. He should be available in the vehicles during working hours or duration for which the vehicle is engaged.
  - 7. The actual place of reporting shall be specified by the Director/Deputy Director. Under no circumstances shall the vehicles move without the explicit p ermission of the Director/Deputy Director or the person authorised by her/him. Whenever the vehicle is moved without permission, the mileage there of shall not be counted for the purpose of billing.
  - 8. The taxi driver will have to maintain a log book on which opening and closi ng meter along with the time will have to the mentioned every day and tha t shall be certified by the user officer. The mileage as well as the time shall be calculated from the initial pick up point of the day. The closing time and mileage shall be the last destination where the official journey ends for the day.
  - 9. The cleaning and servicing of vehicle, fuel charges, insurance and upkeep of vehicle shall be the sole responsibility of the service provider (Second pa rty).
  - 10. The second party shall not deploy any minor driver and shall comply with a ll the statutory provisions as laid down under various Labour Laws like Mini mum wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act et c. at his own cost.
  - 11. The Department shall not be responsible financially or otherwise for any injury to the driver deployed by the second party during the course of perfor ming duties. The second party shall indemnify the department against all the damages/charges for which Department may be held liable or pay on a count of the negligence of the service provider (second party) or his staff whether in respect of accident /injury to the person or damages to the property of the public or any person in executing the work and against all claims and demand thereof.
  - 12. Operations and functions of vehicles and drivers shall be governed by Moto r Vehicle Act and Delhi Motor Vehicles Rules and shall be the responsibility of the service provider (Second party). The service provider shall provide t he names, addresses and mobile nos. of the drivers along with their driving license nos. and copies within one week of the award of contract.
- 13. In case of breakdown of any vehicle, the contractor shall replace the breakdow n vehicle within one hour failing which the Director General of Audit (Infrastruct ure), New Delhi, has the right to hire vehicle from any other sources at the expense of the contractor. And a penalty of Rs. 3,000/- per day shall be imposed and deducted from the monthly bill.
  - 14. The vehicle provided should comply with the laws in force in India.

- 15. In case, if in a month vehicle run below 2500 kilometre. The remaining kilo metre restricted to 250 KM of the said month would be carry forward to the following months cumulatively.
- 16. In case the usage of a vehicle exceeds the contracted mileage additional p ayment @ Rs. 15.00 per extra kilometre, Rs. 50.00 per extra hour will be made.
- 17. Keeping in view the Delhi Government decision to run odd/even no. vehicle s on alternate days, the contractor should have proper alternate arrangem ent in this regard.
- 18. Payment towards hiring of taxis shall be made on a monthly basis. Proper bills, in triplicate, alongwith the Daily Duty Sheets duly certified by the use r officers, should be submitted to the Asstt. Audit Officer (Admn.-III) before 7<sup>th</sup> of every month. No advance or interim payment will be made. TDS will be deducted from the payable amount as per income tax rules and necess ary certificates will be issued on demand.
- 19. First party reserves the right to terminate this agreement any time without assigning any reason. The second party also has the right to discontinue the e services with one month prior notice. If the services are discontinued with hout prior notice all pending amounts payable shall be forfeited.
- 20. In case of any dispute, decision of the Director General of the O/o Director General of Audit (Infrastructure), shall be final and binding upon both the parties. The cause of dispute, in writing, must be presented to him within 15 days of occur rence of such dispute. For the purpose of adjudication, if occasion arises, the jurisdiction of the appropriate court shall be that at Delhi.
- 21. This office reserve the right to increase or decrease the number of vehicles during the period of contract as per the requirement of the office.
- 22. Subject to satisfactory services of the vendor and follow up of terms & conditio ns, the contract may be extended further for a period of one year beyond the p eriod of agreement.

	c STC which supersede GTC, whenever there are any
Date:	
(Contractor) Officer (Admn.)	Sr. Audit O/o the Director General of Audit (Infrastructure),

## A wing 3<sup>rd</sup> floor, I.P. Estates, I.P. Bhawan , New Delhi

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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 <u>attached categories</u>, 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

<u>Service Level Agreement</u> 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---