



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2025/B/6070432 Dated/दिनांक : 19-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण					
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-04-2025 17:00:00				
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	09-04-2025 17:30:00				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)				
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India				
Department Name/विभाग का नाम	Na				
Organisation Name/संगठन का नाम	Accountant General, Madhya Pradesh				
Office Name/कार्यालय का नाम	Accountant General (economic & Revenue Sector Audit), Bhopal				
क्रेता ईमेल/Buyer Email	shastris.mp2.sca@cag.gov.in				
ltem Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; As per BID document; Local 24*7				
Contract Period/अनुबंध अवधि	9 Month(s) 4 Day(s)				
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 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 अनुभव है	Yes				
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छ्ट	No				
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No				

Bid D	Petails/बिड विवरण
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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
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	2250000
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	67500					

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).	11

- (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:

Pay and Accounts Officer Office of Pr. AG(A&E)-I, M.P.) Gwalior, payable at Gwalior (Pao)

MII Compliance/एमआईआई अन्पालन

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):4

Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or

30 whichever is lesser):4

Minimum years (up to 5 years) of experience in related field:3

Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:4

Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:4

Geographic Presence in States:Bhopal Madhya Pradesh

Scope of Work: 1742381841.pdf

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
25-03-2025 16:00:00	O/o the Accountant General (Audit-II) MP Bhopal 53, Arera Hills, Hoshangabad Road, Bhopal

Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; As Per BID Document; Local 24*7 (4)

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	As per BID document
Type of Service	Local 24*7
Year of Vehicle Model	2022 , 2023 , 2024
Km Travelled	Upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
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	Sudheer Shastri	462011,53, Arera Hills, Hoshangabad Road	4	Duration in Months for which service is required : 9

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. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior payable at Gwalior

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior payable at

Payable at Gwalior

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

8. Buyer Added Bid Specific SLA

Text Clause(s)

- 1. Vehicle is required to go on Outstation duty as and when required by this office.
- 2. Bidders offering Maruthi Suzuki Ciaz Sigma Petrol purchased in the year 2024 (or latest model) will be gi ven first priority when multiple bids are received during the bidding process.

9. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

10. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, 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 शर्ते 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---

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

This document is here only for information purpose.

The Hiring of Inspection Vehicle is going to be done through

GeM only.

Senior Audit Officer/Admin-III

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

BID DOCUMENT

(Scope of work and Conditions of Contract)

FOR SELECTION OF AGENCY FOR PROVIDING INSPECTION VEHICLES FOR

Office of the Accountant General (Audit-II), M.P.

53, Arera Hills, Hoshangabad Road, Bhopal

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

BID DOCUMENTS FOR

"Hiring of Inspection Vehicles"

Table of Contents

Annexure 1- Notice Inviting Tender

3

Annexure 2- Minimum Eligibility Criteria

Annexure 3- Bid Submission Form

Annexure 4- Additional Terms and Conditions

Annexure 5-Scope of Work

Annexure 6-Documents to be submitted

Annexure 7- Technical Bid Form

Annexure 8- Notarized Affidavit form for Acceptance of Terms and condition of Bid.

Annexure 9- Notarized Affidavit form for relatives and non-conviction under IPC

Annexure 10- Notarized Affidavit form for having experience.

Annexure 11- Form of Articles of Agreement

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-1

NOTICE INVITING TENDER

TENDER NOTICE (THROUGH GEM PORTAL) FOR HIRING OF INSPECTION VECHICLES IN OFFICE OF THE ACCOUNTANT GENERAL (AUDIT-II), MADHYA PRADESH, BHOPAL.

E-tender (through GeM Portal) under two-bid system from eligible Transport Service Providers (with registered office or branch office in Bhopal only) for providing of Inspection Vehicles in the OFFICE OF THE ACCOUNTANT GENERAL (AUDIT-II), MADHYA PRADESH, BHOPAL for the period of 09 Months from 01.07.2025 to 31.03.2026 with mutual consent of both parties is invited. Requirement/eligibility criteria, Terms and Conditions of the contract have been clarified in the additional documents. Bid document (including additional documents) is available online at GeM portal as well as on the website of OFFICE OF THE ACCOUNTANT GENERAL (AUDIT-II), MADHYA PRADESH, BHOPAL i.e. https://cag.gov.in/ag2/madhya-pradesh/en. Bidders are advised to read tender documents (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

Contact person:

Sudhir Shastri, Sr.AO (Admin-III),

Mob. No. 9424551636

SENIOR AUDIT OFFICER/ADMIN-III

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

ANNEXURE-2

1. 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 proprietary firm, partnership firm, limited company, corporate body legally constituted. A proof for supporting the legal validity of the Bidder shall be submitted.
- Registration: The Bidder should be registered with the RTO, Income Tax, Goods and Service Tax Departments.
- Clearance: The Bidder should also have clearance from RTO, GST, and Income Tax
 Department. Relevant proof in support shall be submitted.
- d. Establishment: The Bidder must have its registered office actively located in Bhopal, Madhya Pradesh. The Bidder should submit documentary proof for the same.
- e. Experience: The Bidder must have got successfully executed/ completed similar services of providing inspection vehicle in Govt./PSUs, over the last three years and the following criteria may be applied for the experience:-
- Three similar completed services costing not less than the amount equal to 40% of the estimated cost; or
- Two similar completed services costing not less than the amount equal to 50% of the estimated cost; or
- One similar completed services costing not less than the amount equal to 80% of the estimated cost.
- f. Turnover: The Bidder should have Average annual financial turnover of Rs 10,00,000/in related services of providing Inspection Vehicle during the last three years ending 31 March 2024.

2. Documents supporting the Minimum Eligibility Criteria

- In proof of having fully adhered to the minimum eligibility criteria at 1(a), attested copy of Incorporation Certificate shall only be acceptable.
- In proof of having fully adhered to minimum eligibility criteria at 1(b), attested copy of PAN, GST Registration, R.T.O. Registration, under Bhopal jurisdiction shall only be acceptable.
- iii. In proof of having fully adhered to minimum eligibility criteria at 1(c), attested copy of ITR and GST Return for the last three Financial Years (2021-22 to 2023-24) shall only be acceptable.

- iv. In proof of having fully adhered to the minimum eligibility criteria at 1(d), attested copy of documentary proof for registered office located in Bhopal, Madhya Pradesh shall only be acceptable.
- v. In proof of having fully adhered to minimum eligibility criteria at 1(e), attested copy of documentary proof of experience in the Departments under Govt./ PSUs. from F/Y 2022-23 to 2024-25 shall also be required to be submitted.
- vi. In proof of having fully adhered to minimum eligibility criteria at 1(f), attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e., 2021-22, 2022-23 and 2023-24 shall only be acceptable.

Office of the Accountant General (Audit-II), M.P. 53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

ANNEXURE-3

BID SUBMISSION FORM

(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

LETTER OF BID

To,

Sr. Audit Officer (Admin-III)

Office of the Accountant General (Audit-II)

Madhya Pradesh, Bhopal-462011

Ref: Invitation for Bid document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D- 121; Dated 19.03.2025

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- We undertake to provide the Inspection Vehicle services to your office in conformity with the Bidding Document.
- Our bid shall be valid for a period of 90 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.
- If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
- We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
- 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,

Authorized Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-4

ADDITIONAL TERMS AND CONDITIONS

01. The bidder shall sign and stamp each page of Bid document and all other enclosures appended to it.

02. The henceforth provide four Conditioned Bidder will Air (4+1seater) Sedan Cars (Preferably of models Maruti Ciaz in white colour) to the O/o the Accountant General (Audit-II), M.P, Bhopal for the period of 09 Months from 01.07.2025 to 31.03.2026. Vehicles should not be older than three years from the date of agreement. All vehicles should be enabled with GPS/Vehicle Tracking Devices. The bidder should have an experience of at least three years of providing vehicle services on contract basis to Government offices (experience certificate should be attached). The contract may be extended annually up to two years, on same terms and conditions, if performance is found satisfactory. However, this office reserves the right to introduce additional clauses to the contract any time during the contract, if deemed fit or modify existing clauses, with prior intimation to, and acceptance by, the Bidder.

VALIDITY OF CONTRACT

- 3.1 The contract, if awarded, shall be initially for a period of 09 Months 1st July-2025 to 31st March 2026. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the Client.
- 3.2 The contract may be renewed for further upto two years, at the discretion of this office based on satisfactory services provided by and willingness of the contractor. However, the Contractor has to provide services at the same rate for the period up to finalization of new contract.

04. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 180 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.

05. 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-3: The Bidder shall be required to print "Bid Submission Form' as per Annexure-3 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. Annexure-7: Technical Bid Form: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 7 in GeM Portal.
- 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 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.
- 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 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.
- e. Annexure-10: The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has experience of at least last three years in providing manpower services in Departments of Govt./ PSUs.
- f. Earnest Money Deposit: A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal. The Bidder shall ensure that original of the earnest money deposit is also submitted in the office.
- g. 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 Annexure-2 of the Bid Document in support of their fulfillment of minimum eligibility criteria.
- h. Documents to be submitted: The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Annexure-6 of the Bid Document.
- The hard copies of above Annexure 3, Annexure 8, Annexure 9 and Annexure 10
 must be submitted by successful bidders in original at the time of execution of
 contract.
- 6. The Bidder should have their Head office / Branch in Bhopal.
- 7. The vehicle should be in a good condition. It should be meant only for commercial use (Yellow Board). Only such vehicles which have been inspected by the RTO shall be sent, on hiring basis. The deployment of the vehicle after reporting to the office or any place of reporting as instructed by the office will be at the sole discretion of the office. Neither the Bidder nor the driver have the right to refuse to perform any duty. The vehicle can be deployed for use in Bhopal and can also be deployed anywhere outside Bhopal depending upon the requirement of office and as per the directions of the authorities concerned.
- 8. If for some reasons vehicles/drivers are not available (including breakdown of the vehicles, maintenance of the vehicle etc.), the agency will have to make alternate

arrangements of the same, at no extra cost. If no alternate arrangement for the vehicle is made, then the Office will make its own arrangements and the expense will be deducted from the bill submitted by the agency at the rate as charged by the hired vehicle. Penalty of Rs. 500 per day will also be imposed in addition to hired charges of the vehicle.

- 9. Vehicles supplied should be fitted with all modern features.
- 10. The actual place of reporting shall be specified by the office or users of the vehicle. The distance and time that has to be calculated will be from the pickup point till the drop point. The meter reading should tally with the actual distance run at any instant and the authorized Officer (Senior Audit Officer/Admin-III) shall have full power to check the meter for its correctness and to take action accordingly.
- 11. All responsibilities and expenses towards repairs, maintenance and driver's salary shall be borne by the Agency.
- 12. The duration of running of the vehicle will be a minimum of 12 hours per day. Four days of Holidays will be allowed per month. Full month mileage would be implying 2,500 kms. If the vehicle is used for more than 2,500 kms in a month, additional charges per km (to be quoted by the bidder in Financial Bid) may be applicable as per relevant Clause.
- 13. In emergent circumstances, vehicle may be called even on the 7th day of the week at short prior notice. The driver should not refuse to carry office files/luggage when the necessity arises or ordered by the Officer concerned. The contract should be for this office exclusively and the driver/car should not be used for services of other offices/organizations/individuals during or after the duty period of this office.
- 14. During the period of the Contract, the Bidder will have to ensure that the vehicle which has been selected for hiring is not changed without any pressing need. In case it is necessary to do so in some emergent condition, it should only be done so with adequate prior intimation. In such circumstances where the car has to be changed, with adequate prior notice to the office, a car of similar make and vintage, along with the drivers, will have to be provided at the Bidder's own cost to act as substitute until the actually hired car is brought back to service.
- 15. In continuation of Clause 13 & 14 above, in case the Bidder is unable to provide the designated car and also unable to provide any substitute car of suitable quality to stand in its place, this office will be free to hire suitable car/taxi as per its requirement during this period. For every day's non-availability of suitable car (either the regular hired one or a suitable substitute arranged), an amount equal to the hire charges paid to make an alternative arrangement would be deducted from the monthly bill, in addition to a penalty of Rs.500/- for each day's non- availability per car.
- 16. Not more than 3 changes of the hired car will be accepted by the office during the period of agreement. Frequent changes may make the Bidder liable for cancellation of the contract.
- 17. The vehicle should be accompanied by a driver. The driver should be punctual, well-mannered, and liveried. The driver should have a functional mobile (whose number

should be made available to the office in advance) and should be available in the vehicle during working hours or the duration for which it is supposed to run. The driver should be instructed to keep his mobile switched on at all times during Duty Hours. The onus of non-compliance will be with the Bidder.

- 18. The cleaning of vehicle, the fuel charges, the servicing and repairing charges, insurance of vehicle, upkeep of vehicle etc. will be the sole responsibility of the Bidder. Vehicle which will be provided by the Contractor should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.
- 19. It should be ensured that:
- a. The vehicle should be comprehensively insured.
- b. The vehicle will have to be fitted / provided with the following additional accessories/utilities: -
 - Clean seat covers
 - ii) Quality radio music system
 - iii) Reading lamp
 - iv) Tissue paper box
 - v) Car perfume
 - vi) Seat Belts (Front & Rear)
 - 20. Agency will ensure safety belts are available in good working condition for all passengers and driver seats. They will also comply with all the safety rules and regulation as presented by the Government Departments/Competent Authorities from time to time. Agency shall ensure that the vehicles are insured properly, any government Tax/Duty in respect of the hired vehicle and all other statutory dues are paid in full and in time and shall comply with Motor Vehicle Act/Rules/Other Statutory requirements. THE ACCOUNTANT GENERAL (AUDIT-II), MADHYA PRADESH, BHOPAL will not be responsible for the same. Any lapse on part of the Agency will be duly compensated by them only.
 - 21. The driver provided by the Agency should fulfill the following conditions:
 - I. Should be in possession of a valid driving license issued by Competent Authority;
- Should not smoke; chew Pan/Pan masala/Tobacco;
- III. Should not indulge in any activity inimical to security of the officers travelling in the car;
- IV. Should comply as per code of conduct for driver as per the Tender Authority;
 - 22. The drivers should be available whenever required; they will be given 04 (Four) days (usually Sundays) off in a month at the discretion of the officer in charge.
 - 23. The Agency will be responsible for payment of challan, if any, made by the Police/Motor Vehicle Department for any offence committed by the drivers or the Agency.
 - 24. Vehicle with LPG cylinder should not be provided in any case.
 - 25. The Bidder will incur expenditure on the salary and other allowances of the Driver as and when, the vehicle will run for outstation visit, the expenditure such as food and other expenses related to outstation visit for driver will be incurred by the bidder and office will not be liable for such expenses. Maximum permissible luggage

- should be allowed to be carried in the vehicle as and when required. Toll and Parking charges will be reimbursed on actual basis on submission of bills/proof of payment.
- 26. The agreement may be terminated by this Office if the services are not found satisfactory.
- 27. The agreement is revocable by either party at notice of 30 days; however Agency will be liable to continue the services until an alternate arrangement is made or 30 days after the expiry of notice period; whichever is earlier.
- 28. The vehicles provided by the Agency will be authorized vehicles to be given to the office and any lapse in this issue will be the responsibility of the Agency.
- 29. The Bidder shall send the vehicle for servicing periodically. The vehicle should display a sign board "ON GOVERNMENT OF INDIA DUTY (IA & AD)" in front and back of the vehicle.
- 30. Payment towards hiring of vehicle will be made on monthly basis through e-payment after due recoveries, if any. Monthly bills should be submitted in duplicate to the authority specified in the contract, i.e. Senior Audit Officer/Admin-III, along with Trip Sheets/Log Books duly signed by the user(s) on or before 5th of succeeding month. In case of delay in submission of the bill(s), this office will not be held liable for any delay in implementing the deadlines specified in the relevant Clause.
- 31. The rates quoted are firm. No supplementary claims on account of hike in diesel/petrol price or due to other exigencies will be entertained during the period of this agreement.
- 32. The Bidder shall submit copies of documents such as R.C. Book, Insurance, Emission Test Certificate and Fitness Certificate of the vehicle, which is being provided, along with copies of the license of the Driver, to this office on the date of signing of this agreement.
- 33. The Bidder must have registration of firm with local civil authority, GST Registration. The proof of having paid the GST to the Government for the previous month should be furnished by this office while preparing the monthly claim to the office.
- 34. Payment to driver shall be the responsibility of the agency to pay salary to the driver on time irrespective of claim settlement of monthly bill.
- 35. This Office will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The Office recognizes no employer-employee relationship between the Office and the personnel deployed by the service provider. This Office shall not be responsible financially or otherwise for any injury/loss to the vehicle or driver or person deployed by the service provider during the course of hire.
- 36. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider.
- 37. The service provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person or damages to the property of any member of the

- public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 38. In case of breach of any of the terms and conditions mentioned above, the competent authority will have the right to cancel the work order and nothing will be payable by the Department in the event and Security Deposit in the form of EMD/PBG shall be forfeited.
- 39. The Department has right to increase or decrease the contracted number of vehicles as and when required. The number of vehicles hired may vary depending upon the officers posted in the office. As the requirement of vehicles of this is one vehicle per Group Officer in this office, the vehicles can be surrendered or hired at any time by this office depending on the number of Group officers posted in this office.
- 40. The service provider should have fleet of own vehicles, to ensure prompt alternative vehicle in case of the regular vehicle provided to office is indisposable.
- 41. During the period of validity of the Agreement, if there is any increase in the cost of petrol, spare parts, servicing, tyres, lubricants, etc., "no" increase in the rates will be entertained.
- 42. The service provider and driver shall be bound to carry out the instructions of the Office and the user Officer to whom the vehicle is assigned.
- 43. The vehicle provided on monthly basis should be used for Inspection purposes and other works as directed by the Officers of this Office. In case the service provider wants to provide vehicle of higher value and class at the same rates, the Office would have no objection to it subject to fulfillment of other terms & conditions.
- 44. The successful bidder within fifteen days of the acceptance of the LoA shall submit a performance security deposit (valid for a period beyond sixty days of completion of all contractual obligations) in form of DD/ FDR, a sum equivalent to 5% (Five percent) of the accepted contract value in favour of "PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior, payable at Gwalior".
- 45. The Performance Security can be forfeited by order of the competent authority of the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal 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 FDR/DD as may be considered by the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.
- 46. If the contractor fails to provide the Performance Security within the period specified such failure shall constitute a breach of the contract and the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

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

RIGHT OF ACCEPTANCE

- The Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal 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 Office of
 the Accountant General (Audit-II) Madhya Pradesh, Bhopal in this regard shall be final
 and binding.
- 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.
- The competent authority of the Office of the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal 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.
- 4. If more than one bidder quotes the lowest rate, as per guidelines in GeM portal the buyer shall have two options for placement of Contract:
- Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system;

or

II. Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

Penalty

- Any complaint from this office regarding poor upkeep, maintenance, non-availability
 of above accessories or any of the conditions prescribed for driver not being met, would
 attract a deduction from the bill for that day(s) on pro rata basis @ 25% in the first
 instance, 50% in the second instance and removal of driver and/or vehicle from the fleet
 on the third instance.
- 2. Rs. 500/- for every instance will be deducted in case of delayed reporting by the driver and Rs. 1000/- per day will be deducted in case of non-availability of the vehicle(s) on any day. Further, in case of non-availability of the vehicle(s), alternative vehicle will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- In case the vehicle provided by the agency concerned is not as per terms and conditions, this will attract penalty amounting to Rs. 1000/- per day per vehicle.
- 4. In case the above digressions continue on a regular basis, the Office reserves the right to cancel the contract without giving the statutory one month's notice.
- If the driver's behaviour is found objectionable, Agency shall replace him with a new driver within 24 hours. If Agency is unable to do the same, penalty of ₹500/- per day will be levied.

Conditions in case of dispute:

 Any dispute with regard to any point in connection with hiring of vehicle will be referred to the Authorised Officer to Dy. Accountant General (Admin) who will discuss the problem mutually and the decision taken will be final and binding.

- For all disputes/differences/interpretations etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the office shall be final and binding on both parties.
- Alternative vehicle will have to be provided immediately in case of breakdown/accident etc. failing which taxi/car will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- 4. Inspection of vehicle/driver shall be carried out at any time by the Authorized Officer or his representative in the office compound at the discretion of the office.

Termination of Contract:

- In case of breach of any of terms and conditions mentioned above in the Agreement, the Competent Authority will have the right to cancel the contract immediately and nothing will be payable by this office in that event and the Office will also not be liable to issue one month's notice.
- Other than breach of contract, the contract can be terminated by giving one month
 notice by this office. The Head of Office, however, reserves the right to terminate /
 curtail the contract at any time after giving one week's notice.

For all disputes/differences/interpretations, etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of this Office shall be final and binding on the bidder.

The contract shall be valid for the period from the date of agreement to 31.03.2026 or till the contract is terminated.

Office of the Accountant General (Audit-II), M.P. 53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-5

SCOPE OF WORK

- 1. The Bidder henceforth will provide four Air Conditioned (4+1seater) Sedan Cars (Preferably of models Maruti Ciaz in white colour) to the O/o the Accountant General (Audit-II), M.P, Bhopal for the for the period of 09 Months from 01.07.2025 to 31.03.2026. Vehicles should not be older than three years from the date of agreement. All vehicles should be enabled with GPS/Vehicle Tracking Devices. The bidder should have an experience of at least three years of providing vehicle services on contract basis to Government offices (experience certificate should be attached). The contract may be extended annually up to two years, on same terms and conditions, if performance is found satisfactory. However, this office reserves the right to introduce additional clauses to the contract any time during the contract, if deemed fit or modify existing clauses, with prior intimation to, and acceptance by, the Bidder.
- 2. The vehicle should be accompanied by a driver the drivers will be in proper uniform. They should be neat and clean with proper turnout. The driver should be punctual, well-mannered, and liveried. The driver should have a functional mobile (whose number should be made available to the office in advance) and should be available in the vehicle during working hours or the duration for which it is supposed to run. The driver should be instructed to keep his mobile switched on at all times during Duty Hours. The onus of non-compliance will be with the Bidder.

The cleaning of vehicle, the fuel charges, the servicing and repairing charges, insurance of vehicle, upkeep of vehicle etc will be the sole responsibility of the Bidder. Vehicle which will be provided by the Contractor should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.

It should be ensured that:

- a. The vehicle should be comprehensively insured.
- b. The vehicle will have to be fitted / provided with the following additional accessories/utilities:
 - i) Clean seat covers

.

- ii) Quality radio music system
- iii) Reading lamp
- iv) Tissue paper box
- v) Car perfume
- vi) Seat Belts (Front & Rear)

3. The signed copies of the Trip Sheets/Logbooks should be attached with the bill, for payment. Trip Sheets/Logbooks should be maintained on day-to-day basis by the driver of the vehicle in the following format:

	Starting Point		End Point		S		Signature		Designation	Remarks		
Date	From	1000000	Kms reading		Time	Kms reading	Distance	journey	person		of the person using vehicle	

- 4. They will take permission from the officer to take the car to workshop, if required.
- 5. The drivers will not leave the vehicles unattended in public place.
- 6. They will not remain absent from duty without prior permission of the officer.
- Under no case drivers are allowed to take on any other passengers on a commercial basis, other than the users designated by this Office.
- 8. The drivers shall strictly follow all the traffic rules and regulations and never over speed, besides the car will be parked in the area earmarked for the same.
- The drivers should be in possession of a valid driving license issued by Competent Authority
 - The drivers should not indulge in any activity inimical to security of the officers travelling in his car; and
 - The drivers should comply as per code of conduct for driver as per the tender Authority.

CODE OF CONDUCT FOR DRIVERS:

- The drivers will be in proper uniform. They should be neat and clean with proper turnout.
- 2. They will report for duty at the specified time given by the Officer.
- Drivers will keep the vehicle neat and clean before the commencement of the duty and carry out daily inspection of the same.
- 4. They will open/close the door of the car when officer is getting in/out of the car.
- The drivers shall have a mobile phone with two way conversation facility available.
 But they will not use the phone while driving and in the presence of the officer unless they are instructed to do so.
- The Driver and the Agency must ensure that all the necessary documents (Registration Certificate, Valid Insurance, Pollution Certificate etc.,) are available with the driver deployed for duty.
- The drivers shall be well versed with routes and locations in duo-city and they will maintain daily log book of the vehicles.
- 8. They will maintain repair/defect register for the car.
- 9. They will take permission from the officer to take the car to workshop, if required.
- 10. The drivers will not leave the vehicles unattended in public place.
- 11. They will not remain absent from duty without prior permission of the officer.
- 12. Under no case drivers are allowed to take on any other passengers on a commercial basis, other than the users designated by this Office.
- 13. They shall strictly follow all the traffic rules and regulations and never over speed, besides the car will be parked in the area earmarked for the same.

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure 6

DOCUMENTS TO BE SUBMITTED

The Following Documents to be provided by the Vendor along with the Technical Bid:-

Registration Certificate of vehicle being offered (Must be registered in the state of Madhya Pradesh and shall be registered mandatorily as a Commercial Vehicle).

- 1. Valid GST Registration Certificate.
- Valid Taxi Registration Certificate (to be produced after the purchase, in case of new vehicle).
- Self-certificate to the effect that the Bidder has not been blacklisted by Central/ State
 Government /Statutory Body and that its previous agreements with such parties have
 not been terminated on account of poor performance.
- Evidence of Average Annual Turnover of the bidder for the last three financial years (2021-22, 2022-23 and 2023-24).
- 5. Copy of PAN.
- 6. Documents for claiming of EMD exemption, if any.
- 7. Copy of Driving license of Drivers.
- Experience certificate for providing Inspection Vehicles in Govt./PSUs (minimum 3 years' experience mandatory).
- 9. Proof of Office Address.
- 10. Details of fleet of car, if available.
- 11. Duly filled in Annexure-7 on the Agency's letter head

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-7

FORM-1

TECHNICAL BID

Bidder profile for providing services of Inspection Vehicle

S. No.	Detail of Travel Agency
1.	Name of Travel Agency
2.	Registration Number
3.	PAN Number
4.	GST Registration Number:
	Address of the Bidder at Bhopal (along with phone/mobile number/email)
	List of Clients (present and previous) i.e., experience of the services in years given to Govt. /Semi Govt./PSU's
7.	Details of EMD
8.	Annual turnover of the Agency (Rs. in Lakh)
9.	Bank account number, bank name with IFSC code

Note- Copy of Sl. no.1 to 9 should be enclosed.

Declaration:

This is to certify that I/We before signing this letter have read and fully understood the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date:

Place:

Signature of the Bidder
Name and Address (with seal)

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-8

UNDERTAKING

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

	A copy of the Affidavit should be scanned and uploaded in the GeM Portal.
	I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid documen No
2.	with them unconditionally. 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
3.	other institution in India. That I/We give the rights to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take
4.	action for blacklisting my/our agency. That I/We also give rights to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute
5. i	the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract. That I/We also give right to the competent authority of the Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the
6. 7 f 7. 7	Performance Security in accordance with the terms and conditions of the bid document contract agreement / Letter of Acceptance. That I/We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.
Place:	
Date:	
Dated Si	ignature of Bidder along with Stamp

Name of the Bidder....

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

Annexure-9

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

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

- That I, the undersigned state 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 Accountant General (Audit-II) Madhya Pradesh, Bhopal as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Office of the Accountant General (Audit-II) Madhya Pradesh, Bhopal 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:		
Dated Signature of Bidder along with Stamp.	••••••••••••	 •••••
Name of the Bidder	***************************************	

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

ANNEXURE-10

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

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

i.	That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No
ii.	That my agency M/s
Place:	
Date:	
Dated	Signature of Bidder along with Stamp
Nameo	ftheBidder

53, Arera Hills, Hoshangabad Road, Bhopal

Bid Document No. Admin-III/Hiring of Inspection Vehicle/2024-25/D-121 Date:-19.03.2025

ANNEXURE-11

CONTR	ACT AGREEMENT NO DATED
(Audit-II) expression and assign	GREEMENT is made on between Office of the Accountant General Madhya Pradesh, Bhopal (hereinafter referred to as "Client" which on unless excluded or repugnant to the context be deemed to include his successors ans), and whose place of office is at 53, Arera Hills, Hoshangabad Road, Bhopal of the One Part,
<u>10</u>	AND
at	
	IIS AGREEMENT WITNESSTH as follows:
	AS the Client invited bids through GeM Portal, vide Notice Inviting for "Hiring of
	n Vehicles" at its office under Bid Document No. Admin-III/Hiring of Inspection
	024-25/D-121 Dated 19.03.2025.
AND WI	HEREAS the Contractor submitted his bid videin accordance
with the 1	procedure mentioned along with the bid documents and represented therein that it
	the requirements and has resources and competence to provide the requisite services
to the Clie	
II. Al	ND WHEREAS the Client has selected M/sas
the	e successful bidder ("the Contractor") pursuant to the bidding process and negotiation
of	contract prices, awarded the Letter of Acceptance (LoA) No, to
the	e Contractor on for a total sum of
	RupeesOnly].
III. Al	ND WHEREAS the Client desires that the services of providing Inspection Vehicles
	s defined in the Bidding Document) be provided, performed, executed and completed
	the Contractor, and wishes to appoint the Contractor for carrying out such services.
	ND WHEREAS the Contractor acknowledges that the Client shall enter into contracts
	th other contractors / parties for the manpower services of its premises in case the
	entractor falls into breach of the terms and conditions as stipulated in the Bid
	ocument and shall waive its claim whatsoever in this regard.
	ND WHEREAS the terms and conditions of this Contract have been fully negotiated
bet	tween the Client and the Contractor as parties of competent capacity and equal
	nding.
	ND WHEREAS the Contractor has fully read, understood and shall abide by all the
	ms and conditions as stipulated in the Bid Documents for providing Inspection
Ve	hicles in the Client's premises, failing which the Contract is liable to be terminated

at any time, by the Client.

- VII. AND WHEREAS the Contractor shall be responsible for payment GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST 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) The complete Bid, as submitted by the Contractor.
- (c) The Addenda, if any, issued by the Client.
- (d) Any other documents forming part of this Contract Agreement till date.
- (e) 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.
- 5. The Contractor will henceforth provide four Air Conditioned (4+1-seater) Sedan Cars (Preferably of models Maruti Ciaz in white colour) to the O/o the Accountant General (Audit-II), M.P, Bhopal for the period of 09 Months from 01.07.2025 to 31.03.2026. Vehicles should not be older than three years from the date of agreement. All vehicles should be enabled with GPS/Vehicle Tracking Devices. The contract may be extended annually up to two years, on same terms and conditions, if performance is found satisfactory. However, this office reserves the right to introduce additional clauses to the contract any time during the contract, if deemed fit or modify existing clauses, with prior intimation to, and acceptance by, the Contractor.

6. VALIDITY OF CONTRACT

- 6.1 The contract, if awarded, shall be initially for a period of 09 Months 1st July-2025 to 31st March 2026. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the Client.
- 6.2 The contract may be renewed for further upto two years, at the discretion of this office based on satisfactory services provided by and willingness of the contractor. However, the Contractor has to provide services at the same rate for the period up to finalization of new contract.
- 7. The vehicle should be in a good condition. It should be meant only for commercial use (Yellow Board). Only such vehicles which have been inspected by the RTO shall be sent, on hiring basis. The deployment of the vehicle after reporting to the office or any place of reporting as instructed by the office will be at the sole discretion of the office. Neither the Contractor nor the driver have the right to refuse to perform any duty. The vehicle can be deployed for use in

Bhopal and can also be deployed anywhere outside Bhopal depending upon the requirement of office and as per the directions of the authorities concerned.

- 8. If for some reasons vehicles/drivers are not available (including breakdown of the vehicles, maintenance of the vehicle etc.), the Contractor will have to make alternate arrangements of the same, at no extra cost. If no alternate arrangement for the vehicle is made, then the Office will make its own arrangements and the expense will be deducted from the bill submitted by the Contractor at the rate as charged by the hired vehicle. Penalty of Rs. 500 per day may also be imposed in addition to hired charges of the vehicle.
- Vehicles supplied should be fitted with all modern features.
- 10. The actual place of reporting shall be specified by the office or users of the vehicle. The distance and time that has to be calculated will be from the pickup point till the drop point. The meter reading should tally with the actual distance run at any instant and the authorized Officer (Senior Audit Officer/Admin-III) shall have full power to check the meter for its correctness and to take action accordingly.
- 11. All responsibilities and expenses towards repairs, maintenance and driver's salary shall be borne by the Contractor.
- 12. The duration of running of the vehicle will be a minimum of 12 hours per day. Four days of Holidays will be allowed per month. Full month mileage would be implying 2,500 kms. If the vehicle is used for more than 2,500 kms in a month, additional charges per km (to be quoted by the Contractor in Financial Bid) may be applicable as per relevant Clause.
- 13. In emergent circumstances, vehicle may be called even on the 7th day of the week at short prior notice. The driver should not refuse to carry office files/luggage when the necessity arises or ordered by the Officer concerned. The contract should be for this office exclusively and the driver/car should not be used for services of other offices/organizations/individuals during or after the duty period of this office.
- 14. During the period of the Contract, the Contractor will have to ensure that the vehicle which has been selected for hiring is not changed without any pressing need. In case it is necessary to do so in some emergent condition, it should only be done so with adequate prior intimation. In such circumstances where the car has to be changed, with adequate prior notice to the office, a car of similar make and vintage, along with the drivers, will have to be provided at the Contractor own cost to act as substitute until the actually hired car is brought back to service.
- 15. In continuation of Clause 13 & 14 above, in case the Contractor is unable to provide the designated car and also unable to provide any substitute car of suitable quality to stand in its place, this office will be free to hire suitable car/taxi as per its requirement during this period. For every day's non-availability of suitable car (either the regular hired one or a suitable substitute arranged), an amount equal to the hire charges paid to make an alternative arrangement would be deducted from the monthly bill, in addition to a penalty of Rs.500/- for each day's non-availability per car.
- 16. Not more than 3 changes of the hired car will be accepted by the office during the period of agreement. Frequent changes may make the Contractor liable for cancellation of the contract.
- 17. The vehicle should be accompanied by a driver. The driver should be punctual, well-mannered, and liveried. The driver should have a functional mobile (whose number should be made available to the office in advance) and should be available in the vehicle during working hours or the duration for which it is supposed to run. The driver should be instructed to keep his mobile switched on at all times during Duty Hours. The onus of non-compliance will be with the Contractor.

- 18. The cleaning of vehicle, the fuel charges, the servicing and repairing charges, insurance of vehicle, upkeep of vehicle etc. will be the sole responsibility of the Contractor. Vehicle which will be provided by the Contractor should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.
- 19. It should be ensured that:
- a. The vehicle should be comprehensively insured.
- b. The vehicle will have to be fitted / provided with the following additional accessories/utilities: -
- i) Clean seat covers
- ii) Quality radio music system
- iii) Reading lamp
- iv) Tissue paper box
- v) Car perfume
- vi) Seat Belts (Front & Rear)
- 20. Contractor will ensure safety belts are available in good working condition for all passengers and driver seats. They will also comply with all the safety rules and regulation as presented by the Government Departments/Competent Authorities from time to time. Contractor shall ensure that the vehicles are insured properly, any government Tax/Duty in respect of the hired vehicle and all other statutory dues are paid in full and in time and shall comply with Motor Vehicle Act/Rules/Other Statutory requirements. Office of the ACCOUNTANT GENERAL (AUDIT-II), MADHYA PRADESH, BHOPAL will not be responsible for the same. Any lapse on part of the Contractor will be duly compensated by them only.
- 21. The drivers should be available whenever required; they will be given 04 (Four) days (usually Sundays) off in a month at the discretion of the officer in charge.
- 22. The Contractor will be responsible for payment of challan, if any, made by the Police/Motor Vehicle Department for any offence committed by the drivers or the Contractor.
- Vehicle with LPG cylinder should not be provided in any case.
- 24. The Contractor will incur expenditure on the salary and other allowances of the Driver. Maximum permissible luggage should be allowed to be carried in the vehicle as and when required. Toll and Parking charges will be reimbursed on actual basis on submission of bills/proof of payment.
- 25. The agreement may be terminated by this Office if the services are not found satisfactory.
- 26. The agreement is revocable by either party at notice of 30 days; however Contractor will be liable to continue the services until an alternate arrangement is made or 30 days after the expiry of notice period; whichever is earlier.
- 27. The vehicles provided by the Contractor will be authorized vehicles to be given to the office and any lapse in this issue will be the responsibility of the Contractor.
- 28. The Contractor shall send the vehicle for servicing periodically. The vehicle should display a sign board "ON GOVERNMENT OF INDIA DUTY (IA & AD)" in front and back of the vehicle.
- 29. Payment towards hiring of vehicle will be made on monthly basis through e-payment after due recoveries, if any. Monthly bills should be submitted in duplicate to the authority specified in the contract, i.e. Senior Audit Officer/Admin-III, along with Trip Sheets/Log Books duly signed by the user(s) on or before 5th of succeeding month. In case of delay in

submission of the bill(s), this office will not be held liable for any delay in implementing the deadlines specified in the relevant Clause.

- 30. The rates quoted are firm. No supplementary claims on account of hike in diesel/petrol price or due to other exigencies will be entertained during the period of this agreement.
- 31. The Contractor shall submit copies of documents such as R.C. Book, Insurance, Emission Test Certificate and Fitness Certificate of the vehicle, which is being provided, along with copies of the license of the Driver, to this office on the date of signing of this agreement.
- 32. The Contractor must have registration of firm with local civil authority, GST Registration. The proof of having paid the GST to the Government for the previous month should be furnished by this office while preparing the monthly claim to the office.
- 33. Payment of salary of driver shall be the responsibility of the Contractor on time irrespective of claim settlement of monthly bill.
- 34. This Office will not be under any obligation, legal or otherwise, to provide employment to any of the personnel of the service provider during or after the expiry of the hire period. The Office recognizes no employer-employee relationship between the Office and the personnel deployed by the service provider. This Office shall not be responsible financially or otherwise for any injury/loss to the vehicle or driver or person deployed by the service provider during the course of hire.
- 35. In case of any accident, any and all the claims and damages arising there from shall be met by the service provider (Contractor).
- 36. The service provider (Contractor) shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider (Contractor) or his staff or any person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 37. In case of breach of any of the terms and conditions mentioned above, the competent authority will have the right to cancel the work order, and nothing will be payable by the Department in the event and Security Deposit in the form of EMD/PBG shall be forfeited.
- 38. The Department has right to increase or decrease the contracted number of vehicles as and when required. The number of vehicles hired may vary depending upon the officers posted in the office. As the requirement of vehicles of this is one vehicle per Group Officer in this office, the vehicles can be surrendered or hired at any time by this office depending on the number of Group officers posted in this office.
- 39. The service provider (Contractor) should have fleet of own vehicles, to ensure prompt alternative vehicle in case of the regular vehicle provided to office is indisposable.
- 40. During the period of validity of the Agreement, if there is any increase in the cost of petrol, spare parts, servicing, tyres, lubricants, etc., "no" increase in the rates will be entertained.
- 41. The service provider (Contractor) and driver shall be bound to carry out the instructions of the Office and the user Officer to whom the vehicle is assigned.
- 42. The vehicle provided on monthly basis should be used for Inspection purposes and other works as directed by the Officers of this Office. In case the service provider wants to provide vehicle of higher value and class at the same rates, the Office would have no objection to it subject to fulfilment of other terms & conditions.
- 43. The successful contractor within fifteen days of the acceptance of the LoA shall submit a performance security deposit (valid for a period beyond sixty days of completion of all

contractual obligations) in form of DD/ FDR, a sum equivalent to 5% (Five percent) of the accepted contract value in favour of "PAO (Office of Pr. AG(A&E)-I, M.P.) Gwalior, payable at Gwalior".

- 44. The Performance Security can be forfeited by order of the competent authority of the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal 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 FDR/DD as may be considered by the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.
- 45. If the contractor fails to provide the Performance Security within the period specified such failure shall constitute a breach of the contract and the Office of the Accountant General (Audit-II), Madhya Pradesh, Bhopal shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 46. On due performance and completion of the contract in all respects, the Performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- 47. The signed copies of the Trip Sheets/Logbooks should be attached with the bill, for payment. Trip Sheets/Logbooks should be maintained on day-to-day basis by the driver of the vehicle in the following format.

Date	Starting Point			End Point			Purpose	1000	Designation of the person	Remarks	
	From		Kms reading			Kms reading	Distance		using vehicle	using vehicle	

Penalty:

- 1. Any complaint from this office regarding poor upkeep, maintenance, non-availability of above mentioned accessories or any of the conditions prescribed for driver not being met, would attract a deduction from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and/or vehicle from the fleet on the third instance.
- 2. Rs. 500/- for every instance will be deducted in case of delayed reporting by the driver and Rs. 1000/- per day will be deducted in case of non-availability of the vehicle(s) on any day. Further, in case of non-availability of the vehicle(s), alternative vehicle will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- 3. In case the vehicle provided by the contractor concerned is not as per terms and conditions, this will attract penalty amounting to Rs. 1000/- per day per vehicle.
- 4. In case the above digressions continue on a regular basis, the Office reserves the right to cancel the contract without giving the statutory one month's notice.

5. If the driver's behavior is found objectionable, contractor shall replace him with a new driver within 24 hours. If Contractor is unable to do the same, penalty of ₹500/- per day will be levied.

Conditions in case of dispute:

- 1. Any dispute with regard to any point in connection with hiring of vehicle will be referred to the Authorised Officer to Dy. Accountant General (Admin) who will discuss the problem mutually and the decision taken will be final and binding.
- For all disputes/differences/interpretations etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of the office shall be final and binding on both parties.
- 3. Alternative vehicle will have to be provided immediately in case of break-down/accident etc. failing which taxi/car will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- 4. Inspection of vehicle/driver shall be carried out at any time by the Authorized Officer or his representative in the office compound at the discretion of the office.

Termination of Contract:

- In case of breach of any of terms and conditions mentioned above in the Agreement, the Competent Authority will have the right to cancel the contract immediately and nothing will be payable by this office in that event and the Office will also not be liable to issue one month's notice.
- Other than breach of contract, the contract can be terminated by giving one month notice by this office. The Head of Office, however, reserves the right to terminate / curtail the contract at any time after giving one week's notice.

For all disputes/differences/interpretations, etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract or the breach thereof, decision of this Office shall be final and binding on the Contractor.

The contract shall be valid for the period from the date of agreement to 31.03.2026 or till the contract is terminated.

IX. IN WITNESS WHERE OF 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 Accountant General (Audit-II)
Madhya Pradesh, Bhopal
(Authorised Signatory)

(Authorised Signatory)

Annexure -A

CODE OF CONDUCT FOR DRIVERS

15

- 1. The drivers will be in proper uniform. They should be neat and clean with proper turnout.
- 2. They will report for duty at the specified time given by the Officer.
- 3.Drivers will keep the vehicle neat and clean before the commencement of the duty and carry out daily inspection of the same.
- 4. They will open/close the door of the car when officer is getting in/out of the car.
- 5. The drivers shall have a mobile phone with two way conversation facility available. But they will not use the phone while driving and in the presence of the officer unless they are instructed to do so.
- 6. The Driver and the Contractor must ensure that all the necessary documents (Registration Certificate, Valid Insurance, Pollution Certificate etc.,) are available with the driver deployed for duty.
- 7. The drivers shall be well versed with routes and locations in duo-city and they will maintain daily log book of the vehicles.
- 8. They will maintain repair/defect register for the car.
- 9. They will take permission from the officer to take the car to workshop, if required.
- 10. The drivers will not leave the vehicles unattended in public place.
- 11. They will not remain absent from duty without prior permission of the officer.
- 12.Under no case drivers are allowed to take on any other passengers on a commercial basis, other than the users designated by this Office.
- 13. They shall strictly follow all the traffic rules and regulations and never over speed, besides the car will be parked in the area earmarked for the same.
- 14. The driver provided by the Contractor should fulfil the following conditions:
 - i. Should be in possession of a valid driving license issued by Competent Authority;
 - ii. Should not smoke; chew Pan/Pan masala/Tobacco;
 - iii. Should not indulge in any activity inimical to security of the officers travelling in the car;
 - iv. Should comply as per code of conduct for driver as per the Tender Authority;
- 15. They will not remain absent from duty without prior permission of the officer.