



Bid Number/बोली क्रमांक (बिड संख्या): GE
Dated

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-09-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-09-2024 18:30:00
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
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Sedan; 250 Local 24*7
Contract Period/अनुबंध अवधि	6 Month(s) 2 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	40 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 छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Reque ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experie Criteria, the supporting documents to prove his eligibi 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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
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	1102500
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Aud of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details f period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year turnover in respect of the completed financial years after the date of constitution shall be taken into account for this
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bic month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organizatio relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the F
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 201 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concern bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offe Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resel products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Service be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along respect of the offered product or service and Buyer will decide eligibility for purchase preference based on docum submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity t and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to r F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent applicatio Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by l evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for

Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or 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 determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment 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 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
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost
 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 whichever is lesser):5

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

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 or private organization the past three years:5

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

Geographic Presence in States:Main office located in NCT of Delhi and NCR

Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bidders must indicate extra KM rate for every Vehicle Type that is bunched::16

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:30

Scope of Work:[1725537361.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Sedan; 2500 Km X 360 Hours; Local 24*7 (5)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Aura
Usage Variant	2500 km X 360 hours
Type of Service	Local 24*7
Year of Vehicle Model	2023 , 2024
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 Vehicle(s)	Ad Requiremen
1	Vikash Kumar	110002,Indraprastha Estate,	5	• Durati

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 of the contract. However, once the contract is issued, contract quantity or contract duration can only be 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

कार्यालय

महानिदेशक लेखापरीक्षा निदेशक (अवसंरचना)

दिल्ली

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

दिनांक: /09/2024

विषय:-इस कार्यालय में उपयोग के लिए पूर्णतः संविदात्मक अवधि पर 05 निरीक्षण वाहनों को किराए पर लेने के लिए अतिरिक्त

प्रतिष्ठित ट्रैवल एजेंटों और टैक्सी ऑपरेटरों को जेम जीटीसी एवं एसएलए के अलावा निम्नलिखित अतिरिक्त विवरणों के अनुसार दिल्ली और एनसीआर में यात्रा के लिए प्रधान निदेशक लेखापरीक्षा (अवसंरचना), नई दिल्ली के कार्यालय के लिए पांच (5) वाहनों के लिए आमंत्रित किया जाता है:-

- संविदाकर्ता एसी लगे वाहन, अधिमानतः 'सेडान' और साफ बाहरी, आंतरिक और अच्छी चलने वाली स्थिति प्रदान करेगा, जिसे बिडिंग के दौरान भी बनाए रखेंगे। उपलब्ध कराए गए वाहन 2023 से पहले के मॉडल के नहीं होने चाहिए और जीपीएस/वाहन नंबर प्लेट होने चाहिए
- ठेकेदार को पिछले तीन वर्षों में राष्ट्रीय राजधानी क्षेत्र दिल्ली में स्थित किसी भी सरकारी विभाग में समान प्रकृति का कार्य सफलतापूर्वक पूरा करने का प्रमाण प्रस्तुत करना होगा।
- किसी भी घटना की स्थिति में संविदाकर्ता को चालक का प्रतिस्थापन उपलब्ध कराना होगा। विभाग को किसी भी ऐसे चालक का प्रयोग करने से इनकार करने का अधिकार होगा।

संविदाकर्ता से कहने का अधिकार है, जो सक्षम या अनुशासित नहीं पाया गया। यदि आवश्यक हो तो चालक बोर्डिंग, उतरने 3 को संभालने में सहायता 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 क परीक्षा (अवसंरचना), नई दिल्ली को संविदाकर्ता के खर्च पर किसी अन्य स्रोत से वाहन किराए पर लेने का अधिकार है। Rs 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 विवरण, आरसी पुस्तकों की प्रमाणित प्रतियां, कंप्रेसिव बीमा पॉलिसियों के साथ-साथ विवरण, उनके पते और उनके ड्राइविंग लाइसेंस की प्रतियां प्रदान करेगा।

7. यदि निविदाकर्ता निविदा की स्वीकृति की शर्तों को पूरा करने के लिए जान-बूझकर गलत जानकारी देता है, तो बोली अस्वीकृत को बयाना राशि जमा की एक प्रति स्कैन करनी चाहिए और इसे जेम पोर्टल के माध्यम से ऑनलाइन अपलोड करना जमा की मूल प्रति बोलियों को अपलोडिंग के समापन के समय या उससे पहले वरिष्ठ लेखा परीक्षा अधिकारी (प्रशासन), DGA ए विंग, तृतीय तल, आईपी भवन, नई दिल्ली-110002 को भेजी जानी चाहिए। ईएमडी की मूल प्रति स्पीड पोस्ट या पंजीकृत है। इसे व्यक्तिगत रूप से भी सौंपा जा सकता है। बोलियों को अपलोड करने के समापन से पहले ईएमडी प्राप्त न होने की फिली जाएगी। बोली लगाने वाले, जो जीएफआर, 2017 के नियम-170 के अनुसार ईएमडी जमा करने से छूट पाने के पात्र हैं, नियम से तकनीकी बोली के साथ दस्तावेजी प्रमाण ऑनलाइन अपलोड करना चाहिए।

8. संविदाकर्ता ऐसे किसी चालक को तैनात नहीं करेगा जिसने अठारह वर्ष की आयु पूरी नहीं की हो। संविदाकर्ता को अपनी तरफ से लागू विभिन्न श्रम कानूनों/अधिनियमों/नियमों के तहत निर्धारित सभी वैधानिक प्रावधानों का पालन करना होगा। श्रम कानून 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 पता होना चाहिए कि काम करना है।

10. विभाग समझौते की अवधि के दौरान और समझौते की अवधि की समाप्ति के बाद संविदाकर्ता के किसी भी कार्मिक को रखा जाने के लिए किसी कानूनी बाध्यता के अधीन नहीं होगा और विभाग और संविदाकर्ता/एजेंसी द्वारा तैनात कर्मियों के बीच किसी नियमो 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 में भागीदार नहीं बनाया जाना चाहिए।

12. संविदाकर्ता विभाग को अन्य सभी नुकसानों/प्रभारों के लिए क्षतिपूर्ति देगा, जिसके लिए सरकार/विभाग को उत्तरदायी ठहराया जाएगा। संविदाकर्ता या उसके कर्मचारियों या उसके नियंत्रण में किसी व्यक्ति की लापरवाही के कारण भुगतान करना होगा, चाहे वह दुर्घटना के किसी भी सदस्य या किसी व्यक्ति की संपत्ति को नुकसान या कार्य को निष्पादित करने में या अन्यथा और सभी दावों और कर्तव्यों के पालन के दौरान संविदाकर्ता द्वारा तैनात चालक या व्यक्ति को किसी भी चोट के लिए विभाग वित्तीय रूप से या अंतर्गत होगा।

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

14. वाहनों को एनसीटी दिल्ली सरकार के परिवहन 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 उपलब्ध कराएगा जिसके भुगतान नहीं किया जाएगा।

16. वाहन और चालक ड्यूटी रोस्टर के अनुसार हर समय उपलब्ध रहेंगे और पूर्व अनुमति के बिना ड्यूटी का स्थान नहीं छोड़ेंगे।
17. वाहनों और ड्राइवरों का संचालन और कार्य मोटर वाहन अधिनियम/मोटर वाहन नियम और दिल्ली मोटर वाहन नियम ये ठेकेदार की जिम्मेदारी होगी।
18. वाहन को साफ सुथरा , कीड़ों और दुर्गंध से मुक्त रखा जाना चाहिए और प्राथमिक चिकित्सा बॉक्स , अग्निशामक यंत्र और ऑ से सुसज्जित होना चाहिए। माइलेज के साथ-साथ समय की गणना दिन के शुरुआती पिक-अप बिंदु से की जाएगी। समाप्त अंतिम गंतव्य होगा जहां दिन के लिए आधिकारिक यात्रा समाप्त होती है। ड्राइवरों को दोपहर के भोजन/नाश्ते या चार्जिंग आर् के लिए कोई माइलेज की अनुमति नहीं दी जाएगी।
19. उपलब्ध कराए गए वाहन बहुत अच्छी स्थिति में और चलने लायक होने चाहिए। यदि वाहन निर्दिष्ट मॉडल का नहीं है र से पुराना है, तो निविदा अस्वीकार कर दी जाएगी।
20. 360 घंटे के लिए 2500 किलोमीटर प्रति माह के लिए मासिक आधार पर किराये पर लेने के लिए दर उद्धृत की जानी च 00 किलोमीटर से अधिक भी चल सकता है। सेवा प्रदाता समझता है कि उसके द्वारा उद्धृत दर में ईंधन/चार्जिंग लागत, रात्रि ंत्रि शुल्क, जीएसटी और सेवा शुल्क शामिल हैं। जीएसटी का भुगतान संबंधित अधिकारियों के पास पंजीकरण का प्रमाण जमा जाएगा।
21. यदि एक माह में वाहन 2500 किलोमीटर से कम चले। उक्त माह के 250 किमी तक सीमित शेष किलोमीटर को संचयी आगे बढ़ाया जाएगा।
22. वाहन को किराये पर लेने के लिए भुगतान ड्राइवर द्वारा रखी गई लॉग बुक और लॉग शीट के आधार पर किया जाएगा । करने वाले अधिकारी द्वारा विधिवत अनुमोदित किया जाएगा।
23. अनुबंध की अवधि के दौरान कार्यालय की आवश्यकता के अनुसार वाहनों की संख्या बढ़ाने या घटाने का अधिकार इस का है।
24. विभाग अनुबंध से आयकर अधिनियम की धारा 194-सी के तहत स्रोत पर आयकर की कटौती करेगा या उसमें शामिल 3 में प्रचलित दरों पर कटौती करेगा।
25. किसी भी विवाद की स्थिति में , महानिदेशक लेखापरीक्षा/प्रधान निदेशक लेखापरीक्षा , अवसंरचना का निर्णय अंतिम और टकारी होगा। ऐसे विवाद के घटित होने के 15 दिनों के भीतर विवाद का कारण लिखित रूप में उसे प्रस्तुत किया जाना चाहिए लिए, यदि अवसर उत्पन्न होता है, तो उपयुक्त न्यायालय का क्षेत्राधिकार दिल्ली होगा।
26. संविदाकर्ता की संतोषजनक सेवाओं और नियमों और शर्तों के पालन के अधीन , अनुबंध को समझौते की अवधि से परे व अनुसार आगे बढ़ाया जा सकता है।

वरि



**Office of the
Director General of Audit (Infrastructure), New Delhi**

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

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

1. The contractor shall provide the AC fitted vehicles preferably 'Sedan' and neat, clean, and good running condition which they shall also maintain during the period of hire. Vehicles provided **should not be of model prior to 2023** and should be equipped with **GPS/Vehicle tracking devices**.
2. The contractor should have successfully completed work of similar nature in the past in any government departments located in NCT of Delhi.
3. The Contractor will have to provide the replacement of the Driver in case of any default. The Department has the right to ask the Contractor for the removal of any Driver, who is not competent or disciplined. The Driver shall provide 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 breakdown within one hour failing which the Director General of Audit (Infrastructure), New Delhi, may hire the vehicle from any other sources at the expense of the contractor. And a penalty of Rs. 1000/- 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 vehicle including copies of the RC books, comprehensive insurance policies as well as full details of depot addresses and copies of their driving licenses.
7. If the tenderer gives wrong information deliberately to meet conditions for acceptance, the bid is liable for rejection. The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the earnest money deposit should be sent to Sr. Audit Officer (Admn.), Office of the DGA (Infrastructure), A wing, 3rd Floor, New Delhi-110002 on or before the time of closing of the uploading of the Bids. In case the EMD can be sent by Speed Post or Registered Post. It can also be handed over to the contractor in the event of non-receipt of the EMD before the closing of the uploading of the Bids, but it will not be opened. Bidders, who are eligible to be exempted from depositing EMD according to clause 70 of GFRs, 2017, should upload documentary proof thereof along with a technical specification through GeM Portal.
8. The contractor shall not deploy any driver who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Acts/Rules in force from time to time at his own cost. In case of violation of any such provisions under Labour Laws or any other law applicable by the Contractor, there will be no objection to the Department to terminate the contract.

bility on the Department.

9. The driver shall be well versed with routes and locations in NCT of Delhi & NCR know how to operate with GPS.

10. The Department will be under no legal obligation to provide employment to an employee of the contractor during the period of the agreement and after the expiry of the period and the Department recognizes no employer-employee relationship between the contractor and the personnel deployed by the contractor/agency.

11. Any person who is in Government service or an employee of this Department shall not be made partners to the contract by the contractor directly or indirectly in any manner.

12. The contractor shall indemnify the Department against all other damages/charges which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury or damages to the property of any member of the public or any person or in execution or otherwise and against all claims and demand thereof. The Department shall not be financially or otherwise responsible for any injury to the driver or person deployed by the contractor in 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 Department of Government of NCT of Delhi.

15. The contractor shall provide vehicles as per the requirement of the Department on public holidays, Saturdays and Sundays. No extra payment shall be made except for the amount more than the monthly limit.

16. The vehicle and Driver shall remain available all the time as per Duty Roster at the respective place of duty without prior permission.

17. Operation and function of vehicles and Drivers shall be governed by Motor Vehicle 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 odour and equipped with a first aid box, fire extinguishers, and other basic amenities. The mileage for the month shall be calculated from the initial pick-up point of the day. The closing time shall be the last destination where the official journey ends for the day. No mileage shall be paid to drivers for lunch/breakfast or for filling fuel for charging etc.

19. Vehicles provided should be in very good condition and road worthy. If the vehicle is of a specified model i.e. older than the 2023 year model, the tenderer is liable to be rejected.

20. Rate should be quoted for hiring on a monthly basis for 2500 kilometers per month. The vehicle may ply for more than 200 KMs per day also. The service provided under the rate quoted by him/her are inclusive of Fuel/Charging costs, Night charges, insurance services, GST and Service charges. The payment for GST will be made only after the submission of proof of registration with the concerned authorities.

21. In case, if in a month vehicle run below 2500 kilometers. The remaining kilometers up 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 book maintained by the driver which would be duly approved by the officer utilizing the same.

23. This office reserves the right to increase or decrease the number of vehicles during the term 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 I from the contract or at the prevailing rates of such sum as income tax on the inco herein.

25. In case of any dispute, the decision of the Director General of Audit/Principal D Infrastructure shall be final and binding upon both parties. The cause of the disput ust be presented to him within 15 days of the occurrence of such dispute. For the dication, if occasion arises, the jurisdiction of the appropriate court shall be that at

26. Subject to satisfactory services of the vendor and follow-up of terms & conditi ct may be extended further as per convenience of the office beyond the period of t

Sr. Audit Offic

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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 Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and dt technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM a 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 issi regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exer such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category i it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) 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 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, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Allocation by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they may raise their representation against the same by using the Representation window provided in the bid details field in Seller Center after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representation within 4 days. Bidder is allowed to open bids if he fails to reply to such representations.

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

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 shall 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 a copy of the 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 अनुसार, 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 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। बिड में भाग लेते समय बिडर को इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का जिम्मेदार बनना होगा।

---Thank You/धन्यवाद---