



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5801123 Dated/दिनांक : 10-01-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2025 17:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-01-2025 17:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	85 (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, Jammu And Kashmir		
Office Name/कार्यालय का नाम	North		
क्रेता ईमेल/Buyer Email	chauhanv.jnk.au@cag.gov.in		
ltem Category/मद केटेगरी	Bus Hiring Service - Regular Basis - Local; 25-27, 28-30, 31 33, 34-36; Non Deluxe (NDX), Semi Deluxe (SDX); as per b TCs		
Contract Period/अनुबंध अवधि	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes		

Bid Details/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 b the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	किया No	
Type of Bid/बिंड का प्रकार	Single 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	1300000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	तावेज Yes	
Arbitration Clause	No	
Mediation Clause No		

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	4.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के

दायरे से बाहर रखा गया है।

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

### Beneficiary/लाभार्थी:

Senior Accounts Officer

Principal Accountant General (A&E), Jammu and Kashmir, Srinagar, Batmaloo Comptroller and Auditor General (CAG) of India

(Pay And Accounts Officer)

# MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

# MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.
- 4. 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.
- 5. 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. 6. 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.

- 7. 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.

# Bus Hiring Service - Regular Basis - Local; 25-27, 28-30, 31-33, 34-36; Non Deluxe (NDX), Semi Deluxe (SDX); As Per Bid TCs (2)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Type of Service	Local , Outstation , Local 24*7 , Outstation 24*7	
Vehicle Seating Capacity	25-27 , 28-30 , 31-33 , 34-36	
Comfort Category	Non Deluxe (NDX) , Semi Deluxe (SDX)	
Usage Variant	as per bid TCs	
Fuel Type	Petrol , Diesel , CNG , Electric	
Year of Vehicle Model	2019	
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
Night/Outstation Charges in Rs.	500	

### 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 Buses Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Vipul Chauhan	190009,Mohammad Yousuf Avenue Road Opposite Civil Secretariat	2	No. of Additional Hr(s) (Over Basic Package) : 10

# 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. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 3. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 4. 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.

### 5. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) The Bus shall be provided to Buyer and its staff for the movement within the cit y from Centaur Lake View Hotel, Srinagar to the Office of the Pr. Accountant Ge neral, Jammu and Kashmir Srinagar and vice versa (the source, i.e., CLVH, is su bject to change at any time).

# 2) Fuel Type of the vehicle shall mandatorily be "DIESEL."

- 3) There shall not be any garage kilometres and therefore the duty hours will start from the reporting point and also service will end at the reporting point.
- 4) Providing of two (02) buses of latest model (not older than 2019) on hirin g basis with trained drivers holding valid commercial license (Copy of same to be attached along documents). Capacity of bus (make / model) may be quo ted.
- 5) The number of buses required as mentioned above may be increased to three ( 03), if the number of staff residing at hotel may get increased during the period of contract. The additional bus will have to be provided by the service provider on same terms and conditions without any delay.
- 6) Buses should have seating capacity of 25-35 and will be required on each working day.
- 7) Vendor must ensure passenger's safety during the performance of services.
- 8) Vendor must provide a mandatory, detailed contingency plan(s) in the event of

- mechanical overhauling/breakdown of vehicle.
- 9) Service provider will be required to accept the order within 48 hours of the order being placed.
- 10) Service provider shall ensure that assigned buses and drivers must report as per schedule provided by user department. In an event of delay in arrival beyond 30 minutes, user shall have right to hire other bus services (which may or may not be of similar hired Bus category). The fare charges shall be debited to service provider.
- 11)Service provider must ensure that all maintenance works related to assigned b uses shall be carried out in off duty hours.
- 12)Service provider shall ensure that buses deployed shall arrive at designated loc ation on time and there should be adequate availability of fuel in the buses during working hours.
- 13)The service provider shall ensure that the buses deployed are well maintained, cleaned thoroughly both internally and externally.
- 14) The buses provided shall be equipped with an emergency medical kit and a fire extinguisher.
- 15)In the event of any break-down, servicing and repairs of bus or any other simila r condition, charges shall be borne by the service provider only and shall have t o make alternate arrangement by providing similar or higher class of bus for wh ich agreement is entered into, at his own cost. Failure to do so will evoke penalt y or possible termination of contract.
- 16)All buses provided, should carry a valid Registration Certificate, insurance, Pollution and fitness certificate along with other necessary documents.
- 17) The manpower employed by the Service Provider shall solely be the employees of the Service Provider.
- 18)The service provide shall keep a suggestion / complaint book in every vehicle u nder contract to record any suggestion on performance of services.
- 19)A logbook containing the entries of the movement of the vehicle shall be maint ained and these logbook entries shall be duly verified by the co-ordinator for CL VH and Administration (Audit).
- 20) The toll charges, parking fee or entry taxes, if any, payable locally or out statio n shall be reimbursed by the Buyer subject to production of documents/proofs. However, any challan due to negligence of driver shall not be entertained by the Buyer.
- 21)Buyer shall be responsible for making the payments to the service provider on monthly basis.
- 22) The Service Provider shall not be allowed to sub-let the contract. If found doing so, the contract may be terminated by the buyer.
- 23) The ownership of hired Bus will remain with the Service Provider, and Buyer sha II be entitled to use the Bus within the scope of service specified under this cont ract.
- 24)Service Provider shall ensure that proper inspection of Buses has been done be fore deploying it to the Buyer location as per the contract.
- 25) During the contractual period, the Buyer may increase or decrease the quantity

- of Buses by (01) no. Similarly, the buyer can utilise the Buses for extra mileage and extra duty hours up to 25%. The payment for extra mileage and extra duty hours will be as per Add On rates of per KM and per Hour.
- 26)The drivers/staff of the Bus deployed for user department duties shall maintain polite and courteous behaviour towards department users as well as towards ot her departmental staff.
- 27) In an event that service provider fails to deliver or fails to carry out tasks as per schedule then buyer shall have right to recover damages as per the provisions of the contract.
- 28) All payments shall be made as per the billing schedule notified in order. The payments shall be processed after deducting relevant pe nalties / damages / taxes(TDS), as applicable under rules.
- 29) The contract can be terminated for convenience by giving at least one month's prior notice in writing by both the parties.
- 30)Notwithstanding any of the above, if the services of the Service Provider are not found satisfactory or in the event of sub-contract to a third party, the Service Pr ovider will be issued one month's notice by buyer or consignee to terminate the contract without prejudice to any right accruing to either party prior to such ter mination.
- 31)Notwithstanding any of the above, if the buyer doesn't make the payments in ti mely manner, the service provider shall have the right to terminate contract by providing one month's written notice to buyer or by reporting the incident with appropriate channels.
- 32) The firms quoting the rates should have office at Srinagar (Jam mu and Kashmir) (Form-C shall be enclosed along the bid documents). The bidders shall submit their Offices' location in Jammu and Kashmir along with their bids.
- 33)The service provider should be registered with the concerned Government dep artment/organization. Certificate to effect shall be submitted with the tender do cuments.
- 34)List of all documents to be furnished along with bid documents is as follows.
  - i- GST Registration Details and Receipts (latest 3 months)
  - ii- Form C (Srinagar, Jammu and Kashmir)
  - iii- All terms and conditions Acceptance certificate.
- 35)The term of contract shall be effective from 01-04-2025 to 31-03-2026 and may be extended to another one year if the services are found satisfactory on same rates, terms and conditions as agreed.

# 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

7/9

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---